



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

*Phone: 833-240-7855 | Phone Conference: 952 310 468#

March 23, 2023

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
- f. LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.

2.2. Personnel {Gov't Code Section 551.074};

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Manager
- b. Council Self-Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

4. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming March 30, 2023, as the Global Meetings Industry Day.

Sponsors: Jeremiah Cook

Attachments: 1. 2023 Global Meetings Industry Day Proclamation

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

7.1. Presentation, discussion, and possible action of minutes for:

- March 9, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM030923 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding a construction contract for a roof replacement at the College Station Utilities facility located on Graham Road with JACO Roofing for \$117,860.

Sponsors: Jennifer Cain

Attachments: 1. 23300398 -- Contract

- 7.3. Presentation, discussion, and possible action regarding a construction contract for repairs and upgrades at the Utility Customer Service facility on Krenek Tap Road with E Contractors for \$100,931.
Sponsors: Jennifer Cain
Attachments: 1. 23300399 -- Contract
- 7.4. Presentation, discussion, and possible action regarding approval of a real estate contract with Olive Margaret Arnold for the purchase of 2.0 acres of land at 1775 Arnold Road for \$293,600.
Sponsors: Jennifer Cain
Attachments: 1. Project Map - 2 Ac Arnold Rd Property - Feb 2023 - Final
 2. Seller signed Real Estate Contract
- 7.5. Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Drop and Go Dumpsters for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments: 1. Drop and Go Dumpsters Franchise Agreement
- 7.6. Presentation, discussion, and possible action ratifying an emergency purchase of one 1000 kVA and one 1500 kVA transformer from KBS Electrical Distributors in the amount of \$135,000; and one 1000 kVA and one 1500 kVA transformer from Techline Inc. in the amount of \$109,500; for electric warehouse inventory for a total amount of \$244,500.
Sponsors: Timothy Crabb
Attachments: 1. 20230227-Transformer Order-Cost-And Delivery Time
- 7.7. Presentation, discussion, and possible action on a one-year contract renewal with Alexander's Contract Services, Inc. for water meter reading services not-to-exceed \$335,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. 2100361R2 Alexander LTR 022423 CRC
- 7.8. Presentation, discussion, and possible action regarding annual clothing price agreements with C.C. Creations for \$126,000 and M&M Apparel for \$54,000; totaling an estimated annual not-to-exceed amount of \$180,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. RFP#23-019 APA Shirts, TShirts Hats Misc Award
- 7.9. Presentation, discussion, and possible action regarding the 2023 global opioid settlement subdivision participation and release agreement forms with Allergan, CVS, Walgreens, and Walmart and authorizing the Mayor to execute the releases and any other associated documents on behalf of the City.
Sponsors: Adam Falco
Attachments: 1. Settlement_Participation_Form_Walgreens
 2. Settlement_Participation_Form_Walmart
 3. Settlement_Participation_Form_Allergan
 4. Settlement_Participation_Form_CVS
- 7.10. Presentation, discussion, and possible action on an amendment to the Technology Services Agreement with Paymentus Corporation for payment processing services to increase service fees and increase the annual estimated contract amount of \$1,500,000 to \$1,750,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. 20300213 AMD3 -- Contract

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended September 30, 2022.

Sponsors: Michael DeHaven

Attachments: None

- 8.2. Presentation, discussion, and possible action on the Texas Avenue & University Drive Area Redevelopment Plan.

Sponsors: Matthew Ellis

Attachments: 1. Texas Avenue & University Drive Area Redevelopment Plan Boundary

- 8.3. Presentation, discussion, and possible action regarding updates to the City Council's Strategic Plan.

Sponsors: Bryan Woods

Attachments: 1. Council Strategic Plan 2023 Update

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits.

Sponsors: Molly Hitchcock

Attachments: 1. Ordinance
2. UDO 3.16. Conditional Use Permit Changes

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from MF Multi-Family to MH Middle Housing for approximately 1.12 acres being Lots 13-16 of the Cooner Addition, generally located at 301, 303, 305, and 307 Cooner Street.

Sponsors: Robin Macias

Attachments: 1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Applicant's Supporting Information
5. Background Information
6. Existing Future Land Use Map
7. Rezoning Map

- 9.3. Presentation, discussion, and possible action on a resolution approving and adopting the City's Public Private Partnership (P3) Program Guidelines.

Sponsors: Mary Ellen Leonard

Attachments: 1. Resolution Adopting P3 Program Guidelines - Rev. 3-14-2023
2. Ex. A - COCS P3 Program Guidelines - Rev. 3-16-2023

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

12. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

14. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on March 17, 2023 at 5:00 p.m.



City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

“Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre.”

March 23, 2023
Item No. 5.1.
Proclamation for Global Meetings Industry Day

Sponsor: Jeremiah Cook

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming March 30, 2023, as the Global Meetings Industry Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the proclamation.

Summary: Global Meetings Industry Day recognizes the value that business meetings, trade shows, exhibitions, conferences, and conventions bring to people, businesses, and communities. To further highlight the impact of this important service, Visit College Station is hosting its 29th annual Meetings Planners Showcase on March 30, 2023, at the Hilton College Station & Conference Center. The event will include 50 local businesses who specialize in making meetings and events successful, including caterers, venues, lodging, florists, attractions, and many more.

Budget & Financial Summary: N/A

Attachments:

1. 2023 Global Meetings Industry Day Proclamation



Proclamation

WHEREAS, Global Meetings Industry Day is the international day of advocacy showcasing the value that business meetings, trade shows, exhibitions, conferences, and conventions bring to people, businesses and communities; and

WHEREAS, The 2023 International Global Meetings Industry Day is March 30, 2023; and

WHEREAS Visit College Station is hosting its 29th annual Meeting Planners Showcase on March 30, 2023, where 50 local businesses specializing in various services that help make meetings and events successful, including caterers, venues, lodging, florists, attractions, and more, gather to offer event expertise to those planning events in College Station: and

WHEREAS The City of College Station is grateful to everyone who organizes, participates in, and supports the local meetings and events community, and is proud to be a partner in such a tremendous economic driver.

NOW, THEREFORE, I, John Nichols, as Mayor of College Station and on behalf of the entire College Station City Council do hereby proclaim the day of March 30, 2023, as the:

Global Meetings Industry Day

and we urge all citizens to join me in celebrating the Global Meetings Industry Day for its added value to our community.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of College Station, in the State of Texas, this 23rd day of March, 2023.

John Nichols
Mayor

Attest:

Tanya Smith
City Secretary

March 23, 2023
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- March 9, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM030923 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MARCH 9, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha – via zoom
Bob Yancy
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on March 9, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087-Economic Incentive Negotiations, the College Station City Council convened into Executive Session at 4:00 p.m. on March 9, 2023, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division; and
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.
- Legal advice related to entering into settlement agreements regarding opioid settlements with
- Allergan, CVS, Walgreens, and Walmart.
- Legal advice regarding an interlocal agreement with the City of Bryan for fire and emergency
- medical services.

2.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property generally located at State Highway 6 and Venture Drive in the College Station Business Center.

2.3. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Attorney
- City Manager
- Council Self-Evaluation

2.4 Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

- Negotiations regarding approximately 5.3 acres of property located along Holleman Drive in the southeast quadrant of the Dartmouth Avenue and Holleman Drive intersection.
- Negotiations regarding an Economic Development Agreement for the extension of Dartmouth Avenue from Harvey Mitchell South Parkway to Texas Avenue.

3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:15 p.m. No action was taken.

4. Pledge of Allegiance, Invocation, consider absence request.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing American Red Cross Month.

Mayor Nichols presented a proclamation to Jennifer Young and the ARC Heart of Texas Chapter Board Members and proclaimed March 2023, as “American Red Cross Month.”

6. Hear Visitors Comments.

Will Leskowitz, College Station, came before Council proposing decriminalization for misdemeanor amounts of marijuana possession and to stop Δ9 THC concentration testing by the city. Mr. Leskowitz’s proposal are: 1) Propose to end citations and arrests for misdemeanor levels of possession

in College Station: if there is probable cause, the substance can be seized, and a drug paraphernalia charge would not be issued in lieu of a possession of marijuana charge; 2) Propose that no city funds or personnel should be used to conduct THC concentration testing: no city funds or personnel should be used to request, conduct, or obtain THC testing of any cannabis-related substance to determine whether the substance meets the legal definition of marijuana under state law.

Diana Wood, College Station, came before Council regarding the 4 unrelated issues. She requests that the issue be looked at together by council, homeowners, and students like a taskforce.

Gunnar Schade, College Station, came before Council regarding 4 unrelated issues and the traffic impact in the neighborhood. He believes enforcement is not being taken seriously.

Katherine Edwards, College Station, stated that the real issue is the over crowded neighborhoods with student occupancy. Ms. Edwards read a statement by Mr. Billingham who has lived in the city for years and is not anti-students, but anti-crime and he concludes enforcement is not being consistently handled with the 4 unrelated.

David Higdon, College Station (HOA representative), came before council to seek the council's commitment to actively support neighborhood integrity by enacting a requirement that all renters sign a document stating that they are aware of the 4 unrelated restrictions in our community.

Liana Vincent, College Station, came before Council speaking on behalf of occupancy enforcement. She stated her neighborhood welcomes students and have fall gathering and spring events with their students in their neighborhoods. But relationship building and education should always be paired with enforcement. She stated that her neighborhood needs the city's help to enforce while continuing to educate for diverse, thriving, healthy communities. But students are not to blame, property owners need to take accountability.

Jay Rudinger, College Station, came before Council regarding coming together with homeowners to work together and enforce 4 unrelated violations.

Fred Dupriest, College Station, came before Council to provide specific recommendations on occupancy enforcement: 1) Define the evidence needed to summon an owner to court (i.e., more than 4 vehicles, 50% of 21 days); 2) Take photos before 7:30 am; 3) Utilize evidence provided by the public; 4) Enable and apply meaningful fines; and 5) Add clause and signature to Rental Permit stating the owners and renters know the law.

Tre Watson, College Station, came before Council regarding decriminalizing the use of marijuana, this will help end citations and arrests for misdemeanor levels of possession.

Brian Bochner, College Station, stated that overall traffic speeds are down in Pebble Creek and thank Council for supporting enforcement. He also stated that Council needs to relook at occupancy enforcement.

Lloyd Davis, College Station, stated that Council needed to change the way they measure performance with regards to the 4 unrelated enforcement. He suggested setting goals for those involved in enforcement with conviction of violators being tracked.

Phillip Springer, College Station, stated that the relationship between College Station and Bryan is more important than the most expedient route for any project.

John Nicks, Plantersville, stated that a letter needs to be sent a to TxDOT regarding the road construction he feels is a mess around College Station and other cities. He is also not for not for heavy handed 4 unrelated enforcements as he believes it hurts certain groups of people.

Mary Linne, Bryan, came before Council regarding the Rosemary sewer issues and ruining a historic neighborhoods integrity. Ms. Linne stated she feels College Station is not looking at all the options and would like to work with College Station on a better strategy.

John Halsell, Bryan, thanked the Council for allowing him to address the Council regarding his concerns with the sewer line that is proposed in Beverly Estates. He does not believe that the city of Bryan would consider doing this to the citizens of College Station.

Richard Miles, Bryan, came before Council to encourage building better relationships with the people of Bryan and not dividing the communities over an issue like a sewer line.

Emily Zieschang, Bryan, stated that the next generation cares about Beverly Estates and does not agree with what the City of College Station is doing to this neighborhood and the relationship.

Scott Hickle, Bryan, (HOA representative), thanked Council for always having Neighborhood Integrity in mind when making decisions with the Pin Oak Survey. Mr. Hickle read Ann Horton's comments regarding Rosemary and encouraging a better relationship between the communities.

Susan Miles, Bryan, came before Council regarding her concerns with Rosemary and the proposed trunkline destroying trees and bird habitat.

David Gardner, Bryan, stated that he has his foot on bought sides of this deal, living in Bryan and owning a business in College Station. He understands that Council is facing a difficult situation but is looking more at the economic side instead of the neighborhood and community relations.

Marsha Crowfoot, Bryan, stated that if the city moves forward with the Rosemary sewer line along the back side of her property it will destroy her lifestyle and home value.

James Mulvey, Bryan, came before Council to express concern about flooding on Vine Street in Beverly Estate. He stated that if the line is moved to the back of the properties, it will encourage flooding and become a maintenance issue over time.

7. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 7.4 and 7.5 were pulled from Consent for clarification.

(7.4) Bill Couch, Police Chief, stated that College Station will be responsible for the purchase of the vehicle and the other entities will reimburse in equal amounts.

(7.5) Jennifer Cain, explained that this section of George Bush Drive has existing bike lanes, and this project will convert the bike lanes to separated bike lanes. The design will specifically consider bicycle

safety, stormwater management and long-term maintenance costs. Mrs. Cain also stated in this partnership TxDOT will be cover 80% with College Station covering 20%.

7.1. Presentation, discussion, and possible action of minutes for:

- **February 20, 2023 Special Meeting (Retreat)**
- **February 21, 2023 Special Meeting (Retreat)**
- **February 23, 2023 Council Meeting**

7.2. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Drop and Go Dumpsters for the collection of recyclables from commercial businesses and multi-family locations.

7.3. Presentation, discussion, and possible action on amending an interlocal agreement for prisoner housing with Brazos County increasing the daily rate by \$5.00 to \$60.00 for College Station prisoners.

7.4. Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan, Texas A&M University, and Brazos County regarding the shared purchase, maintenance, and use of a rescue vehicle.

7.5. Presentation, discussion, and possible action regarding a contract with Kimley-Horn for the design of the George Bush Bike Lanes Project for \$235,000.

7.6. Presentation, discussion, and possible action regarding a change order to the design contract with Kimley-Horn and Associates, Inc. for the Northeast Trunkline Phase IV project in the amount of \$87,500.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding the George Bush Presidential Library Foundation's upcoming events, expansion, and community partnerships.

Bryan Woods, City Manager, introduced Max Angerholzer, George Bush Presidential Library Foundation CEO, for this presentation.

Mr. Angerholzer provided an overview of the George Bush Presidential Library Foundation upcoming events and planned expansions. Upcoming events include the 25th Anniversary of the library with includes a free to the public day and a temporary exhibit on Nelson Mandela. Also planned for the next year is a centennial celebration of the life of President Bush. Updates to the library include construction of a new building which will include a café and exhibits for both Marine One, a helicopter used for transportation during President Bush's term, and Union Pacific 4141, a train which carried the president to his final resting place in College Station. He also thanked the Mayor and Council for their continued support of the library and its mission.

8.2. Presentation, discussion, and possible action regarding Off-Campus Housing and Cooperation between the City and Texas A&M University.

Bryan Woods, City Manager, introduced General Ramirez, Vice President of Student Affairs, to give this presentation.

General Ramirez, Vice President of Student Affairs, presented information regarding off-campus housing and cooperation between the City and Texas A&M University. He highlighted a marketing campaign which is designed to educate students on the city's unrelated occupancy restrictions. Also highlighted were other educational efforts to help students live responsibly in College Station of and Bryan.

Case Harris, TAMU Student Body President, stated that students enjoy living in College Station and acknowledged that there are a lot of stake holders in the community. On behalf of the Student Body, he supports the Middle Housing Zoning and stands behind the goals and approach General Ramirez described and believes that this is the way to better compliance and sense of community for all.

- Historical Southside - Middle Housing where possible
- Student density – keep it closer to campus
- Patience outside of those zones – concentrate on education

Mayor Nichols recessed the meeting at 8:42 p.m.

The meeting resumed at 8:54 p.m.

8.3. Presentation, discussion, and possible action on priority areas for possible City-initiated rezoning to the MH Middle Housing zoning district.

Alyssa Halle-Schramm, Planning and Development, stated that this item comes from both Comprehensive Plan Action 2.1 to undertake amendments to the Unified Development Ordinance's zoning districts to implement the updated Future Land Use & Character categories and Action 2.11 to continue to initiate proactive zoning map updates in strategic areas to encourage transitions to the desired community character, encourage redevelopment, and implement the Future Land Use & Character Map. Staff collaborated with residents, developers, and the broader community to create the MH Middle Housing zoning district that allows a flexible mix of housing products by-right, including small lot single-family, duplexes, townhouses, small and medium multiplexes, and live-work units. The Planning & Zoning Commission and City Council unanimously approved the new MH Middle Housing zoning district in October 2022. At that time, the Council directed staff to form a working group to consider appropriate areas for possible City-initiated rezoning to the new district to redirect development pressures out of established neighborhoods, encourage redevelopment in appropriate areas, and realize the vision set forth in the Future Land Use & Character Map.

Ms. Halle-Schramm explained that the working group consisted of seven members, including three neighborhood representatives, three development community representatives, and one representative from the Texas A&M University's School of Architecture. This group met with staff from November 2022 through February 2023 to discuss and prioritize areas. The working group developed a general methodology to 1) focus on areas classified as Mixed Residential on the Future Land Use & Character Map, 2) eliminate from consideration areas that are zoned for multi-family to not downzone properties, 3) eliminate from consideration properties that are zoned PDD Planned Development District as those contain custom zoning requirements, and 4) gain general group consensus on the appropriateness of the remaining properties. The working group classified those as being recommended to move forward with at this time, or those that need further consideration and/or focused engagement efforts with the specific property owners and/or neighborhoods. Staff will present the working group's prioritizations,

with a focus on the recommended properties, and seek Council feedback. After determining which areas are appropriate to move forward, staff will conduct further analysis of each area to ensure there is adequate infrastructure in place to support rezoning the property or properties at this time. Staff will then host public engagement opportunities to discuss the potential zoning changes with surrounding neighborhoods and any interested parties. Once a property or properties have gone through these processes, staff will begin the formal rezoning process that includes public hearings and review before the Commission and Council.

Jessica V. Williams and Sam Presnal, College Station, presented several comments on behalf of the Texas A&M Student Government Association:

- Excited about creating corridors of higher density and unique characteristics.
- In full support of all recommendations.
- Areas walkable to campus will have largest benefit to students.
- Ask for consideration of additional areas highlighted in green.
- Some areas with different Future Land Use included.
- Bigger MH zones will improve transportation efficiency as well as student understanding and compliance to create cohesive denser communities.

8.4. Presentation, discussion, and possible action regarding the annual traffic contact report required by Senate Bill 1074 of the Texas 77th legislative session.

Billy Couch, Police Chief, provided an overview according to statutory requirements that each year, to remain transparent to our community, the police department employs an independent consultant to analyze traffic contact data and develop this report. The report indicates that the department is in compliance with state law and continues to employ best practice strategies. Since January 1, 2002, the College Station Police Department, in accordance with Texas Racial Profiling Law (SB No. 1074), has been required to implement and mandate policy and procedures to satisfy the requirements of the law.

Chief Couch explained the Summary of Findings:

- While annual variance can be expected due to the ever-changing environment, a historical review of data reveals remarkable similarities in data analysis across 10 years of data.
- Overall, the comprehensive analysis of data demonstrates that the College Station Police Department has complied with the Texas Racial Profiling Law and all its requirements.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to MH Middle Housing for approximately 0.27 acres at 211 Fidelity Street, being Lot 1 and 25' of Lot 2, Block 6 of the West Park Addition, generally located at the corner of Fidelity Street and Highland Street.

Gabriel Schrum, Planning and Development, stated that this request is to rezone approximately 0.27 acres of land from GS General Suburban to MH Middle Housing. This is the first rezoning request for the newly adopted MH Middle Housing zoning district. The subject property was platted in 1940 and is currently a vacant single-family lot. It is the applicant's intent to redevelop the plot to build small-

lot single-family homes. Nearby properties include single-family residential homes. Mr. Schrum explained that the uses allowed by the proposed zoning district are generally marketable for the area. The applicant states that the currently allowed uses are marketable, but not the best use of the property. They mention the property is close to Texas A&M University and will serve the student population, and their proposed use of small lot single-family homes are more appropriate and marketable for this lot.

The Planning and Zoning Commission heard this item at their February 16, 2023 meeting and voted unanimously to recommend approval. Staff also recommends approval.

At approximately 10:09 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:09 p.m.

MOTION: Upon a motion made by Councilmember Wright, and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4422, amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GS General Suburban to MH Middle Housing for approximately 0.27 acres at 211 Fidelity Street, being Lot 1 and 25' of Lot 2, Block 6 of the West Park Addition, generally located at the corner of Fidelity Street and Highland Street. The motion carried unanimously.

9.2. Presentation, discussion, and possible action regarding an interlocal agreement with the City of Bryan for fire and emergency medical services.

Richard Mann, Fire Chief, presented an overview of the historical perspective on Station 6, changes that have impacted the 1997 Automatic Aid agreement, collaborative efforts to address concerns since 2020, financial impacts and alternative considerations.

EMS service does not produce a profit for the city

- Revenue is what is received, not billed
- Availability of service is provided through taxes paid by CS residents
- User fees for those who utilize the service

Significant Changes Impacting Auto Aid

- CSFD Station 6
 - Opened 2012
 - Boundary response managed by dispatch according to response district
- BFD Station 2 relocation 2018
 - Moved north further north away from southern border of Bryan city limit
- Dispatch upgrades
 - New CAD 2016
 - Automatic Vehicle Location dispatch 2018

Timeline of Discussions

- 2020-2023

College Station EMS Additions in FY 2022 and FY 2023

- FY 22 and FY 23 EMS Investments \$2.584 million
 - 2.8 Cents on Tax Rate
- FY 22 Peak Ambulance Addition

- \$856,000
- Staffing added via overtime
- FY 23 New Ambulance (5th) Addition and Reserve Ambulance
 - \$1.728 million
 - 7 positions

Cost of Service for City of Bryan Calls 2022

- Total Cost of CSFD EMS Service in Bryan
 - \$487,000
- EMS Service Revenue
 - \$178,000 37%
- College Station Taxpayers
 - \$309,000 63%

Council Considerations

- Accept proposal from City of Bryan (Status Quo Financially)
- Determine acceptable level of subsidy by College Station taxpayers
- Move to Mutual Aid for EMS and Fire Services
- Provide alternative proposal to City of Bryan

Staff Recommendations

- Automatic aid for high acuity Fire/EMS call types with AVL dispatch as identified by CAD
- Mutual aid for low acuity call types based on resource availability
- Reasonable annual financial adjustment for any imbalance in EMS service delivery

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Harvell, the City Council voted six (6) for and one (1) opposed, with Councilmember Wright voting against, to move forward with staff's recommendation as presented by authorizing the City Manager to negotiate with the City of Bryan on Automatic aid for high acuity Fire/EMS call types with AVL dispatch as identified by CAD, Mutual aid for low acuity call types based on resource availability, and reasonable annual financial adjustment for any imbalance in EMS service delivery. The motion carried.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Nothing to report at this time.

12. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Councilmember Wright report on Texas Music Office.

Councilmember Maloney report on Texas Municipal League and Transportation Committee.

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No future items at this time.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 12:23 a.m. on Thursday, March 9, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

March 23, 2023
Item No. 7.2.
CSU on Graham Roof Replacement

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract for a roof replacement at the College Station Utilities facility located on Graham Road with JACO Roofing for \$117,860.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This construction contract is for the roof replacement on the College Station Utilities Administration building located at 1601 Graham Road. The roof will be replaced with a Dura-Last roof with a 20-year warranty. This project is part of the 10 year corrective maintenance plan developed by Faithful & Gould in 2013.

In January 2023, Dura-last corporation requested proposals for the roof replacement on behalf of the City of College Station from top rated roofing contractors. JACO Roofing, DKHaney Roofing, and Horizon Roofing provided proposals, with JACO Roofing being the selected proposal. JACO was awarded using the TIPS contract #21060301.

The contract is on file with the City Secretary's Office.

Budget & Financial Summary: Funding for the project is from the corrective maintenance SLA for FY23.

Attachments:

1. 23300398 -- Contract



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300398 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: New Duro-Last Roof System at Utilities Building on Graham Road

Name of Contractor: Jaco Roofing & Construction, Inc.

CONTRACT TOTAL VALUE: \$ 117,860.00

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☒ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Project awarded via cooperative TIPS contract number 21060301

Funding source - 10010180-5315

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 3/23/2023 **Agenda Item No*:** TBD

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY **Performance Bond:** **Payment Bond:** **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/16/2023
DATE

[Signature]
ASST CITY MGR – CFO

3/16/2023
DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and Jaco Roofing & Construction, Inc. (the "Contractor") for the construction and/or installation of the following:
New Duro-Last mechanically fastened roof system at Utilities building on Graham Road.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Eleven Thousand Seven Hundred Eighty-Six and 00 /100 Dollars (\$11,786.00).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Seventeen Thousand Eight Hundred Sixty and 00 /100 Dollars (\$117,860.00).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.16 Parties. The "parties" are the City and the Contractor.

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and

locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do

not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the 30th calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☒ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from

performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to

by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either

Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of zero and 00 /100 DOLLARS (\$ 00.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by

law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless

from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

27.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

27.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

27.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with

the current A.M. Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

27.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual

written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor**

engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems

comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors it hired.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

44.01 This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.


46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

**JACO ROOFING & CONSTRUCTION,
INC.**

By: 

Printed Name: Glen Christensen

Title: President

Date: 3/14/2023

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____



Assistant City Manager/CFO

Date: 3/16/2023

EXHIBIT A
DAVIS BACON WAGE RATES

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	
Directional Drilling Locator.....	\$ 11.67	
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	
Front End Loader, Over 3 CY.	\$ 13.21	
Loader/Backhoe.....	\$ 14.12	
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	
Roller, Asphalt.....	\$ 12.78	
Roller, Other.....	\$ 10.50	
Scraper.....	\$ 12.27	
Spreader Box.....	\$ 14.04	

Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00

Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck.....\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4461771

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto SureTec Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Seventeen Thousand Eight Hundred Sixty and 00 /100 Dollars (\$ 117,860.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for New Duro-Last mechanically fastened roof system at Utilities building on Graham Road

all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

Contract No. 23300398
Construction Agreement Over \$50,000
Form 12-15-2022

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4461771

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: _____

Name: _____

Title: _____

Date: March 23, 2023

Jaco Roofing & Construction, Inc.

(Name of Contractor)

By: [Signature]

Name: Glen Christensen

Title: President

Date: March 23, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: [Signature]

Name: Kourtney Reece

Title: Account Manager

Date: March 23, 2023

SureTec Insurance Company

(Full Name of Surety)

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

(Address of Surety for Notice)

By: [Signature]

Name: Gloria Marisol Villa

Title: Account Executive

Date: March 23, 2023

FOR THE CITY:

REVIEWED:

City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 23300398
Construction Agreement Over \$50,000
Form 12-15-2022

TEXAS STATUTORY PAYMENT BOND

Bond No. 4461771

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, Jaco Roofing & Construction, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Seventeen Thousand Eight Hundred Sixty and 00 /100 Dollars (\$117,860.00-----) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 23rd day of March, 2023, for new Duro-Last mechanically fastened roof system at
Utilities building on Graham Road,
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Contract No. 23300398
Construction Agreement Over \$50,000
Form 12-15-2022

Bond No. 4461771

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

Jaco Roofing & Construction, Inc.

(Name of Contractor)

By: _____

Name: _____

Title: _____

Date: March 23, 2023

By: 

Name: Ellen Christensen

Title: President

Date: March 23, 2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: 

Name: Kourtney Reece

Title: Account Manager

Date: March 23, 2023

SureTec Insurance Company

(Full Name of Surety)

2103 CityWest Boulevard, Suite 1300

Houston, TX 77042

(Address of Surety for Notice)

By: 

Name: Gloria Marisol Villa

Title: Account Executive

Date: March 23, 2023

FOR THE CITY:

REVIEWED:

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Attorney

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 23300398
Construction Agreement Over \$50,000
Form 12-15-2022

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Sharon Cavanaugh, Kurt A. Risk, Sharen Groppell, Roxanne G. Brune, David R. Groppell, Beverly A. Ireland, Francine Hay, Gloria Marisol Villa

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:


Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

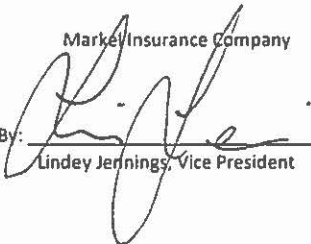
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



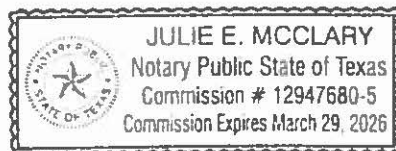
Markel Insurance Company

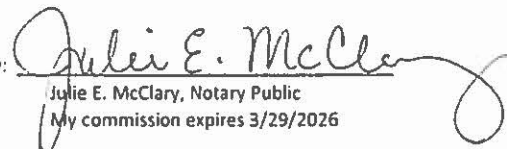
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

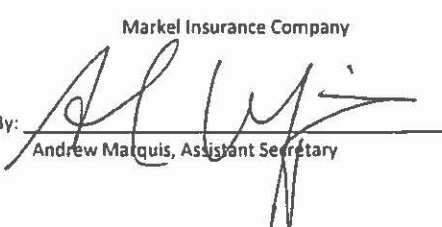
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 23rd day of March, 2023.

SureTec Insurance Company

By: 
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 4221114
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 2500 City West Blvd. Suite 2400 Houston TX 77042	CONTACT NAME: Christy Baker PHONE (A/C, No, Ext): 713-780-6164 E-MAIL ADDRESS: christy.baker@marshmma.com FAX (A/C, No): 212-948-6264
INSURED Jaco Roofing & Construction, Inc P.O. Box 937 Clute TX 77531	INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: Admiral Insurance Company INSURER C: State Automobile Mutual Insurance Co INSURER D: Starstone Specialty Insurance Company INSURER E: RSUI Indemnity Company INSURER F: Ohio Casualty Insurance Company
	NAIC # 22945 24856 25135 44776 22314 24074

COVERAGES**CERTIFICATE NUMBER:** 1002589156**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA00004079303	2/8/2023	2/8/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	10116264CA	2/8/2023	2/8/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	88374Q230ALI NHA100880	2/8/2023 2/8/2023	2/8/2024 2/8/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	0001208936	2/8/2023	2/8/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Installation Floater			BMO2463864757	2/8/2023	2/8/2024	Jobsite Limit \$250,000 Catastrophe Limit \$500,000 Transit Limit \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability and Excess Liability policies include a Blanket Additional Insured endorsement (ongoing & completed operations) that provides additional insured status only where such status is required by a written contract. The General Liability, Automobile Liability, Workers' Compensation and Excess Liability policies include a Blanket Waiver of Subrogation endorsement that provides this status only where such status is required by a written contract. The General Liability and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording when there is an executed written contract that requires such status. The Excess Liability policy is follow form.

Installation Floater Deductible: \$1,000.

Re: New Duro-Last mechanically fastened roof system at Utilities building on Graham Road. Additional insured: City of College Station- applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Attn. Risk Management
P. O. Box 9960
College Station TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

 Brett Herrington

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SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

EXHIBIT D
PLANS AND SPECIFICATIONS



Proposal - Based on Contract # 21060301 with TIPS

January 13, 2023

City of College Station
300 Krenak Tap Road
College Station, TX 77842

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF @ PUBLIC UTILITIES BUILDING LOCATED AT 1601 GRAHAM RD., COLLEGE STATION, TX – APPROXIMATELY 17,000 SQ. FT. OF ROOF AND WALLS

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 20-year labor and material, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last nominal 50 mil. white PVC reinforced membrane on the roof and walls.
2. Duro-Last 4" fascia bar with metal fascia trim (owner to choose color).
3. Underlayment: 3/8" XPS fan fold recover insulation.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Walkpads are included 13 each 30"x60" 4-sided safety type.
2. Proposal based on overlaying of existing roof, per Duro-Last specifications.
3. Remove all existing membrane wall flashings, curb flashings and stack flashings.
4. Wood blocking is included; new 4x4's under existing conduit lines.
5. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
6. Jaco Roofing & Construction, Inc. is not responsible for existing building conditions; Although Jaco Roofing & Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof.
7. Jaco Roofing & Construction, Inc. is not responsible for the calibration, recalibration, readjustment and/or testing on any electronic equipment such as but not limited to satellite dish, camera security, communication equipment, GPS devices, or recertification of lightning rods (grounding system).
8. **This proposal is intended and shall become part of purchase order/contract.**
9. **This pricing proposal was developed using Jaco's contract # 21060301 with The Interlocal Purchasing Systems (TIPS)**
10. City permit is included.
11. Payment and Performance Bond is included.
12. Buyer can cancel this contract within 3 days without penalty.

TOTAL PROPOSAL \$ 117,860.00

Respectfully Submitted,

JACO ROOFING & CONSTRUCTION, INC.

Wayne Parker
Sales Manager

1725 S. Velasco – Angleton, TX 77515
(979)265-6101
Fax (979) 265-6448

By:

Agreed and Accepted:

(Authorized Signing Officer)

(Printed Name)

(Title)

(Date)

"Duro-Last Platinum Contractor"
1-800-265-JACO
www.jacoroofting.com
info@jacoroofting.com

Mailing Address:
P. O. Box 937
Clute, TX 77531

March 23, 2023
Item No. 7.3.
UCS Repairs/Upgrades

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a construction contract for repairs and upgrades at the Utility Customer Service facility on Krenek Tap Road with E Contractors for \$100,931.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This construction contract is for repairs at the Utility Customer Service Building located at 310 Krenek Tap Road.

This project is part of the 10 year corrective maintenance plan developed by Faithful & Gould in 2013. As part of the project, the exterior of the building will be repaired and repainted. Also, all the restrooms will be upgraded throughout the building. E Contractors was awarded using the BuyBoard contract #581-19.

The contract is on file with the City Secretary's Office.

Budget & Financial Summary: Funding for the project is from the corrective maintenance SLA for FY23.

Attachments:

1. 23300399 -- Contract



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300399 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Two remodeling projects at Utilities Building

Name of Contractor: E Contractors USA, LLC

CONTRACT TOTAL VALUE: \$ 100,930.83 Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A Davis Bacon Wages Used ☒ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A Buy America Required ☐ Yes ☐ No ☒ N/A
Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Project awarded via cooperative BuyBoard contract number 581-19

Funding source - 10010180-5315

CRC Approval Date*: N/A (If required)* Council Approval Date*: 3/23/2023 Agenda Item No*: TBD

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RY Performance Bond: AD Jlt Payment Bond: AD Jlt Info Tech: N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/15/2023
DATE

Jlt
ASST CITY MGR – CFO

3/15/2023
DATE

John A. Haislet
LEGAL DEPARTMENT

3/15/2023
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A
MAYOR (if applicable)

DATE

N/A
CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT**

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and E Contractors USA, LLC (the "Contractor") for the construction and/or installation of the following:
two remodel projects at Utilities building.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Ten Thousand Ninety Three and 08 /100 Dollars (\$10,093.08).

1.06 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: One Hundred Thousand Nine Hundred Thirty and and 83 /100 Dollars (\$100,930.83).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.09 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.10 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.11 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.12 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.13 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.14 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.15 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.16 Parties. The "parties" are the City and the Contractor.

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 Work. The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- (a) This signed Agreement.
- (b) Addendum to this Agreement.
- (c) General Conditions, as may be applicable.
- (d) Special Conditions, as may be applicable.
- (e) Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- (f) Plans.
- (g) Instructions to Bidders and any other notices to Bidders or Contractor.
- (h) Performance bond, Payment bonds, Bid bonds and Special bonds.
- (i) Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Sections 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the Work. The Contractor shall have ultimate control over the execution of the Work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor *without* claim for additional payment, even though not specifically mentioned herein.

5.05 Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Sections 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

- (c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof, including PDF/electronic versions and CAD files.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.
- (e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and

locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do

not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a)** The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, an updated Project Schedule and a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the 30th calendar day following the City's receipt of a progress payment application made in conformity with Section 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☒ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

- (a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and
- (c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 16.9(a) and (2) changes in the Contractor's costs under Section 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Section 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.
- (b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.
- (c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (h) City's determination of an amount of liquidated damages.
- (i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.
- (k) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Section.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars (\$100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars (\$100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars (\$100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☒ **17.03** For "Extra Work", as defined in this Agreement and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than **twenty-five percent (25%)**. Written change orders that do not exceed **twenty-five percent (25%)** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in this Agreement and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of \$1 million or more may not be increased by more than **twenty-five percent (25%)**. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than \$1 million increases the Contract Amount to \$1 million or more, subsequent change orders may not increase the revised Contract Amount by more than **twenty-five percent (25%)**. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars (\$50,000.00)**. Changes in excess of **Fifty Thousand Dollars (\$50,000.00)** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from

performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices, or

Method B - By agreed lump sum, or

Method C - If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to

by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

- (1) No indirect or consequential damages will be allowed.
- (2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01 The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in this Agreement. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any such defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Section 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in Section 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

- (a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (b) By changes ordered in the Work, or reductions thereto approved in writing;
- (c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); or
- (d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either

Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Section 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of zero and 00 /100 DOLLARS (\$ 00.00) for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), and in conformance with this Agreement, the other Contract Documents, and recognized industry standards .

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects under warranty as set forth in this Section 25, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by

law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Section 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless

from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section.

27.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability – required for contract amounts exceeding \$1,000,000.
- (d) Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- (e) Workers' Compensation/ Employer's Liability.

27.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- (e) The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

27.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with

the current A.M. Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

27.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Sections 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof, including any increases in value due to duly authorized change orders to the Work and Project. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed \$100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers' Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:
 - 1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - 3. Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers' Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the Work on the project until the Contractor's/person's Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all*

persons providing services on the project; and

(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) A certificate of coverage, prior to the other person beginning work on the project; and

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that

materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts to perform as required by Sections (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the Agreement void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

- (a)** The company is authorized to do business in the State of Texas.
- (b)** The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.
- (c)** Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

- (a)** The Contractor shall execute performance and payment bonds for the full Contract Amount and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.
- (b)** The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B**.

(d) The performance and payment bonds, and any subsequently issued bond riders, shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Section 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual

written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in this Agreement, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in this Agreement). **In the event Contractor**

engages in any of the activities prohibited in this Section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the “competent person” required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems

comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01 CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THE CONTRACT DOCUMENTS. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The indemnification contained in Section 33.01 shall include but not be limited to the following specific instances:

- (a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.**
- (b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.**
- (d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.**
- (e) The removal of all debris related to the Work.**
- (f) The acts and omissions of the subcontractors it hired.**
- (g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.**

33.03 The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

34. RELEASE

34.01 The Contractor assumes full responsibility for the Work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's Work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT

SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

- (a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or
- (b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or
- (c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
- (d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or
- (e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or
- (f) If the Contractor abandons the Work.

- (g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Section 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

44.01 This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein

excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.11 Waiver. Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Wage Rates
- B. Performance & Payment Bonds
- C. Certificates of Insurance
- D. Plans & Specifications
- E. Construction Schedule
- F. Schedule of Values

E CONTRACTORS USA, LLC

By: Christopher Jay

Printed Name: Christopher Jay

Title: Operations Manager

Date: 3/15/2023

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

John R. Haislet

City Attorney

Date: 3/15/2023

Jim Carter

Assistant City Manager/CFO

Date: 3/15/2023

EXHIBIT A
DAVIS BACON WAGE RATES

Superseded General Decision Number: TX20210007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.56	
ELECTRICIAN.....	\$ 26.35	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.94	
Structures.....	\$ 12.87	
LABORER Asphalt Raker.....	\$ 12.12	
Flagger.....	\$ 9.45	
Laborer, Common.....	\$ 10.50	
Laborer, Utility.....	\$ 12.27	
Pipelayer.....	\$ 12.79	
Work Zone Barricade Servicer.....	\$ 11.85	
PAINTER (Structures).....	\$ 18.34	
POWER EQUIPMENT OPERATOR: Agricultural Tractor.....	\$ 12.69	
Asphalt Distributor.....	\$ 15.55	
Asphalt Paving Machine.....	\$ 14.36	
Boom Truck.....	\$ 18.36	
Broom or Sweeper.....	\$ 11.04	
Concrete Pavement Finishing Machine.....	\$ 15.48	
Crane, Hydraulic 80 tons or less.....	\$ 18.36	
Crane, Lattice Boom 80 tons or less.....	\$ 15.87	
Crane, Lattice Boom over 80 tons.....	\$ 19.38	
Crawler Tractor.....	\$ 15.67	
Directional Drilling Locator.....	\$ 11.67	
Directional Drilling Operator.....	\$ 17.24	
Excavator 50,000 lbs or Less.....	\$ 12.88	
Excavator over 50,000 lbs...	\$ 17.71	
Foundation Drill, Truck Mounted.....	\$ 16.93	
Front End Loader, 3 CY or Less.....	\$ 13.04	
Front End Loader, Over 3 CY.	\$ 13.21	
Loader/Backhoe.....	\$ 14.12	
Mechanic.....	\$ 17.10	
Milling Machine.....	\$ 14.18	
Motor Grader, Fine Grade....	\$ 18.51	
Motor Grader, Rough.....	\$ 14.63	
Pavement Marking Machine....	\$ 19.17	
Reclaimer/Pulverizer.....	\$ 12.88	
Roller, Asphalt.....	\$ 12.78	
Roller, Other.....	\$ 10.50	
Scraper.....	\$ 12.27	
Spreader Box.....	\$ 14.04	

Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51

Steel Worker

Reinforcing.....\$ 14.00

Structural.....\$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole

Worker.....\$ 16.00

TRUCK DRIVER

Lowboy-Float.....\$ 15.66

Off Road Hauler.....\$ 11.88

Single Axle.....\$ 11.79

Single or Tandem Axle Dump

Truck.....\$ 11.68

Tandem Axle Tractor w/Semi

Trailer.....\$ 12.81

WELDER.....\$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.
2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.
3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.
4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.
5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 4406998

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

THAT WE, E Contractors USA, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto FCCI Insurance Company, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Thousand Nine Hundred Thirty and 83 /100 Dollars (\$ 100,930.83----) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for COCS Utilities Bldg. Restroom Remodel & COCS Utilities Bldg. Exterior Plaster & Painting, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

Bond No. 4406998

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

By: 

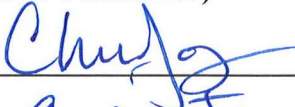
Name: MARIA GALVAN

Title: APM

Date: 3/23/2023

E Contractors USA, LLC

(Name of Contractor)

By: 

Name: CHRIS JAY

Title: OPERATIONS MANAGER

Date: 3/23/2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: 

Name: Jason Nobles

Title: Surety Witness

Date: 3/23/2023

FCCI Insurance Company

(Full Name of Surety)

6300 University Parkway

Sarasota, FL 34240 - 8424

(Address of Surety for Notice)

By: 

Name: Jennifer Upton

Title: Attorney-in-Fact

Date: 3/23/2023

FOR THE CITY:

REVIEWED:

John R. Haislet
City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

TEXAS STATUTORY PAYMENT BOND

Bond No. 4406998

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, E Contractors USA, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto FCCI Insurance Company, a corporation organized and existing under the laws of the State of Florida, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of One Hundred Thousand Nine Hundred Thirty and 83/100 Dollars (\$100,930.83----) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 23RD day of MARCH, 20 23, for COCS Utilities Bldg. Restroom Remodel & COCS Utilities Bldg. Exterior Plaster & Painting, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. 4406998

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) (SEAL)

WITNESS: (if not a corporation)

By: 

Name: MARIA GALVAN

Title: APM

Date: 3/23/2023

E Contractors USA, LLC

(Name of Contractor)

By: 

Name: CHRIS JAY

Title: OPERATIONS MGR

Date: 3/23/2023

FOR THE SURETY:

ATTEST/WITNESS (SEAL)

By: 

Name: Jason Nobles

Title: Surety Witness

Date: 3/23/2023

FCCI Insurance Company

(Full Name of Surety)

6300 University Parkway

Sarasota, FL 34240 - 8424

(Address of Surety for Notice)

By: 

Name: Jennifer Upton

Title: Attorney-in-Fact

Date: 3/23/2023

FOR THE CITY:

REVIEWED:

John A. Haislet
City Attorney

**THE FOREGOING BOND IS ACCEPTED ON
BEHALF OF THE CITY OF COLLEGE
STATION, TEXAS:**

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 23300399
Construction Agreement Over \$50,000
Form 12-15-2022

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Allen Bale; Chris Brower; Dana Mickey; Dane Bubela; Daniel Cokenour; Ericka Hamman; Greg Wilkerson; Jason Nobles; Jennifer Upton; Margery Hall; Nikki Adams; Parker Hamilton; Rick Bondurant; Samantha Kato

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 23rd day of March, 2023

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

This notice is for information only and does not become a part or condition of the attached documents.

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakdale Insurance Group, LLC 16554 Creek Bend Dr., Ste. 220 Sugar Land TX 77478	CONTACT NAME: Irma Lasanta Stenson PHONE (A/C, No, Ext): 713-779-0445 Ext. 223 FAX (A/C, No): E-MAIL ADDRESS: commercialins@oakdalegroup.com INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company INSURER B: Progressive Specialty Insurance INSURER C: Texas Mutual Insurance Company INSURER D: National Fire & Marine Insurance Company INSURER E: INSURER F:
INSURED E Contractors USA, LLC 16554 Creek Bend Dr., Ste. 200 Sugar Land TX 77478	NAIC # 10833 32786 22945 20079

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR EBL: Retro: 11/3/2017 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	VIGP022590	11/03/2022	11/03/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	00505384-4	03/11/2023	03/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A			VIFX001792	11/03/2022	11/03/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X	0001260364	11/04/2022	11/04/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builder's Risk Insurance			42-MAR-101292-03	03/01/2023	03/01/2024	Catastrophe Limit \$10,000,000 Deductible (all perils) \$2,500 Deductible Windstorm 3% Tier1-2% Tier	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Contractor: 91585; Contractors - subcontracted work - in connection with construction, reconstruction, repair or erection of buildings.

The GL Policy includes a blanket automatic additional insured endorsement based on signed agreement that provides additional insured status to the certificate holder together with a waiver of subrogation for the same on primary and Non-Contributory basis. 30 day notice of cancellation.

COCS Utilities Bldg. Exterior Plaster & Painting
Buy-Board Contract number (581-19)

CERTIFICATE HOLDER**CANCELLATION**

City of College Station P.O. Box 9973 1101 Texas Avenue College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT D
PLANS AND SPECIFICATIONS



February 10, 2023

Craig Dohnalik
College Station
1207 Texas Ave,
College Station, TX. 77840

Rev #1

RE: COCS Utilities Bldg. Restroom Remodel

Dear Mr. Dohnalik:

E Contractors is pleased to provide the following pricing for the above reference project. This project is priced in accordance with our job Order Contract Buy-Board for College Station. Our **Buy-Board Contract number (581-19)**.

Scope of Work

- Demo all countertops in each restroom (2) men & (2) women.
- Demo all toilet partitions in each restroom.
- Strip wall coverings from each restroom and prep walls for new paint
- All walls to have a new smooth texture.
- Prime walls and paint
- Replace sinks with new under counter porcelain sinks and new solid surface tops.
- Provide new hands-free faucets with battery sensor faucets.
- Provide new pee trap and water lines for new sinks.
- Provide and install all new phenolic bathroom partitions.

Time of Construction

- Total Construction Timeframe: 5 weeks
 - Pre-Construction Phase 0 week
 - Material Lead Time 1 week
 - Construction Phase 4 Week
 - Post Construction Phase 0 week



Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 62,932.53
Houston CCI .898	\$ (6,419.12)
Buy-board Coefficient .72	\$ (15,832.76)
Sub Total	\$ 40,689.66
Bond 2.5%	\$ 1,017.24
Permit Cost including 2% Markup	\$ 0.00.

Total **\$ 41,706.90**

E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at 281-908-5790 or by email at emckinzie@econtractors.com.

Sincerely,

Ed McKinzie

Ed McKinzie
Project Manager

Attachments:

RS Means Estimate

Estimate Name: COCS-Customer Service Int RR Reno

ESTIMATE INFORMATION

Client Name: City of College Station
Estimate Address: TEXAS

Notes:

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
0.25	013113200120	Field personnel, field engineer, engineer, average	Week	\$ -	\$ 693.75	\$ -	\$ 693.75	
0.70	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00	
1.30	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 4,842.50	\$ -	\$ 4,842.50	
8.00	024119190950	Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost	Ton	\$ 776.00	\$ -	\$ -	\$ 776.00	
12.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 558.00	\$ -	\$ 558.00	
12.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost	C.Y.	\$ -	\$ 258.00	\$ -	\$ 258.00	
1200.00	090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	S.F.	\$ 48.00	\$ 540.00	\$ -	\$ 588.00	
144.00	090170100510	Gypsum wallboard, repairs, prepare, retape and refinish joints	L.F.	\$ 119.52	\$ 1,720.80	\$ -	\$ 1,840.32	
500.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 40.00	\$ 380.00	\$ -	\$ 420.00	
1200.00	090505305025	Walls and partitions demolition, wallpaper, by hand, 2 layers or less	S.F.	\$ -	\$ 2,916.00	\$ -	\$ 2,916.00	
1440.00	099123721670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	S.F.	\$ 705.60	\$ 2,678.40	\$ -	\$ 3,384.00	
8.00	100505101910	Specialties demolition, toilet cubicles, remove	Ea.	\$ -	\$ 1,160.00	\$ -	\$ 1,160.00	
2.00	100505101930	Urinal screen, remove	Ea.	\$ -	\$ 97.00	\$ -	\$ 97.00	
6.00	102113191750	Toilet cubicles, floor mounted, phenolic	Ea.	\$ 5,400.00	\$ 1,224.00	\$ -	\$ 6,624.00	
4.00	102113192100	Partitions, toilet, plastic, cubicles, floor mounted, for handicap units, add	Ea.	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	
2.00	102113197110	Partitions, toilet, urinal screen, polymer plastic, 18" w, wall hung	Ea.	\$ 304.00	\$ 478.00	\$ -	\$ 782.00	

28.00	120505101200	Selective demolition, countertop	L.F.	\$ -	\$ 338.80	\$ -	\$ 338.80	Used to demo existing restroom countertops
28.00	123640102800	Countertops, granite, average, 24" wide, 1-1/4" thick, excl. backsplash	L.F.	\$ 5,516.00	\$ 1,526.00	\$ -	\$ 7,042.00	Used 7lf for countertop =7lf each restroom x 4 = 28lf
8.00	123661164100	Solid surface countertop, acrylic polymer, sinks, for cutouts, pricing for orders of 1-50 units	Ea.	\$ -	\$ 1,088.00	\$ -	\$ 1,088.00	Used to cut-out sink for granite countertop
16.00	221119345120	Escutcheon, pipe, split ring, chrome plated, 1/2"	Ea.	\$ 21.76	\$ 86.40	\$ -	\$ 108.16	
8.00	224116130720	Lavatory, vanity top, porcelain enamel on cast iron, white, round, 19", includes trim	Ea.	\$ 5,960.00	\$ 1,936.00	\$ -	\$ 7,896.00	
8.00	224116133580	Lavatory, vanity top, rough-in, supply, waste and vent	Ea.	\$ 5,200.00	\$ 5,400.00	\$ -	\$ 10,600.00	
8.00	224139102810	Faucets/fittings, lavatory faucet, automatic sensor and operator, with faucet head, residential	Ea.	\$ 5,400.00	\$ 1,120.00	\$ -	\$ 6,520.00	

R S Means Estimate	\$ 62,932.53
Houston CCI .898	\$ (6,419.12)
BuyBoard Coefficient .72	\$ (15,823.76)
Sub Total	\$ 40,689.66
Bond	
Grand Total	\$ 40,689.66



February 10, 2023

Craig Dohnalik
College Station
1207 Texas Ave,
College Station, TX. 77840

Rev #1

RE: COCS Utilities Bldg. Exterior Plaster & Painting

Dear Mr. Dohnalik:

E Contractors is pleased to provide the following pricing for the above reference project. This project is priced in accordance with our job Order Contract Buy-Board for College Station. Our **Buy-Board Contract number (581-19)**.

Scope of Work

Painting & Plaster

- Repaint all stucco after repairs to plaster
- Cover all metal Banding
- Repaint all stucco approx. 10,300 sq ft
- Repaint (6) metal doors and frames
- Prime walls and paint

Metal Awning Painting

- Pressure wash all canopies to remove dirt and grim
- Repaint using Sherwin Williams Bondplex
- Clean and paint approx. 3300 sq ft of surface area

Coping & Structural Steel

- Repair and paint approx. 750 LF of coping
- Sand blast red oxide rust inhibiting primer coat
- All exposed structural steel at front of building
- Repaint in a water-based Alkyd-urethane approx. 140 LF of 12" tube steel

Time of Construction

- Total Construction Timeframe: 5 weeks
 - Pre-Construction Phase 0 week
 - Material Lead Time 1 week
 - Construction Phase 4 Week
 - Post Construction Phase 0 week

Pricing for scope of work is as follows of the total project:

RS Means Estimate	\$ 89,364.40
Houston CCI .898	\$ (9,115.17)
Buy-board Coefficient .72	\$ (22,469.78)
Sub Total	\$ 57,779.45
Bond 2.5%	\$ 1,444.48
Permit Cost including 2% Markup	\$ 0.00.

Total **\$ 59,223.93**

E Contractors is available for review of this estimate at your convenience. Please feel free to contact me at 281-908-5790 or by email at emckinzie@econtractors.com.

Sincerely,

Ed McKinzie

Ed McKinzie
Project Manager

Attachments:

RS Means Estimate

COCS-Customer Service Ext Plaster

Data Release: Year 2022 Quarter 4 Unit Cost Estimate by WBS

Quantity	LineNumber	Description	Unit	Ext. Mat. O&P	Ext. Labor O&P	Ext. Equip. O&P	Ext. Total O&P	Notes
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COCS-Customer Service Ext Plaster

0.25	013113200120	Field personnel, field engineer, engineer, average	Week	\$ -	\$ 693.75	\$ -	\$ 693.75	
0.50	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	
1.00	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 3,725.00	\$ -	\$ 3,725.00	
2.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 93.00	\$ -	\$ 93.00	
2.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 43.00	\$ -	\$ 43.00	
8000.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 640.00	\$ 6,080.00	\$ -	\$ 6,720.00	
7.00	099113700370	Paints & coatings, exterior doors, panel, both sides, roll & brush, primer + 2 coats, exterior latex, incl. frame & trim	Ea.	\$ 224.00	\$ 1,694.00	\$ -	\$ 1,918.00	
20560.00	099653100100	Paints & coatings, elastomeric coatings, high build, water proof, one coat system, concrete, brush	S.F.	\$ 11,308.00	\$ 19,120.80	\$ -	\$ 30,428.80	10280 x 2 coats = 20,560sf

COCS-Customer Service Ext Plaster Subtotal

\$ 12,172.00 \$ 33,449.55 \$ - \$ 45,621.55

COCS-Customer Service Ext Plaster > Metal Awning

0.10	013113200120	Field personnel, field engineer, engineer, average	Week	\$ -	\$ 277.50	\$ -	\$ 277.50	
0.20	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 800.00	\$ -	\$ 800.00	
0.40	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 1,490.00	\$ -	\$ 1,490.00	

3.00	015433400100	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,928.31	\$ 1,928.31	
2.00	015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	\$ -	\$ 532.00	\$ 210.00	\$ 742.00	
1.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 46.50	\$ -	\$ 46.50	
1.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 21.50	\$ -	\$ 21.50	
3300.00	040120520420	Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding	S.F.	\$ -	\$ 5,115.00	\$ 990.00	\$ 6,105.00	
1000.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 80.00	\$ 760.00	\$ -	\$ 840.00	
3300.00	099713236610	Paints and protective coatings, epoxy primer, sprayed	S.F.	\$ 2,640.00	\$ 1,452.00	\$ -	\$ 4,092.00	
3300.00	099713236630	Paints and protective coatings, epoxy topcoat, sprayed	S.F.	\$ 1,980.00	\$ 1,551.00	\$ -	\$ 3,531.00	

COCS-Customer Service Ext Plaster > Metal Awning Subtotal

\$ 4,700.00 \$ 12,045.50 \$ 3,128.31 \$ 19,873.81

COCS-Customer Service Ext Plaster > Coping

0.10	013113200120	Field personnel, field engineer, engineer, average	Week	\$ -	\$ 277.50	\$ -	\$ 277.50	
0.20	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 800.00	\$ -	\$ 800.00	
0.40	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 1,490.00	\$ -	\$ 1,490.00	
2.00	015433400100	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,285.54	\$ 1,285.54	
2.00	015436501300	Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer	Ea.	\$ -	\$ 532.00	\$ 210.00	\$ 742.00	
1.00	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 46.50	\$ -	\$ 46.50	
1.00	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 21.50	\$ -	\$ 21.50	
790.00	040120520420	Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding	S.F.	\$ -	\$ 1,224.50	\$ 237.00	\$ 1,461.50	
800.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 64.00	\$ 608.00	\$ -	\$ 672.00	

790.00	099713236610	Paints and protective coatings, epoxy primer, sprayed	S.F.	\$ 632.00	\$ 347.60	\$ -	\$ 979.60	
790.00	099713236630	Paints and protective coatings, epoxy topcoat, sprayed	S.F.	\$ 474.00	\$ 371.30	\$ -	\$ 845.30	

COCS-Customer Service Ext Plaster > Coping Subtotal

\$ 1,170.00 \$ 5,718.90 \$ 1,732.54 \$ 8,621.44

COCS-Customer Service Ext Plaster > Structural Steel

0.15	013113200120	Field personnel, field engineer, engineer, average	Week	\$ -	\$ 416.25	\$ -	\$ 416.25	
0.30	013113200200	Field personnel, project manager, average	Week	\$ -	\$ 1,200.00	\$ -	\$ 1,200.00	
0.60	013113200260	Field personnel, superintendent, average	Week	\$ -	\$ 2,235.00	\$ -	\$ 2,235.00	
2.00	015433400100	Rent aerial lift, telescoping boom to 40' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost.	Day	\$ -	\$ -	\$ 1,285.54	\$ 1,285.54	
1.25	024119192045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 58.13	\$ -	\$ 58.13	
1.25	024119192085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition	C.Y.	\$ -	\$ 26.88	\$ -	\$ 26.88	
460.00	050110516170	Metal cleaning, steel surface treatment, 250 - 500 SF/Day, wire brush, hand (SSPC-SP2) RLH	S.F.	\$ 18.40	\$ 763.60	\$ -	\$ 782.00	
460.00	050110516265	Metal cleaning, steel surface treatment, 9.0 lb sand per S.F., near white blast, existing coat blistered/pitted (SSPC-SP10)	S.F.	\$ 864.80	\$ 5,359.00	\$ 699.20	\$ 6,923.00	
200.00	090190920520	Paint preparation, surface protection, placement & removal, masking w/paper	S.F.	\$ 16.00	\$ 152.00	\$ -	\$ 168.00	
140.00	099123525800	Paints & coatings, miscellaneous interior, pipe, primer or sealer coat, oil base, spray, 9-12" dia	L.F.	\$ 92.40	\$ 233.80	\$ -	\$ 326.20	
140.00	099123526250	Paints & coatings, miscellaneous interior, pipe, paint 2 coats, oil base, spray, to 12" dia	L.F.	\$ 168.00	\$ 407.40	\$ -	\$ 575.40	
460.00	099646100200	Intumescent coatings, on structural steel, 0.98" dry film thickness	S.F.	\$ 257.60	\$ 993.60	\$ -	\$ 1,251.20	

COCS-Customer Service Ext Plaster > Structural Steel Subtotal

\$ 1,417.20 \$ 11,845.66 \$ 1,984.74 \$ 15,247.60

R S Means Estimate	\$ 89,364.40
Houston CCI .898	\$ (9,115.17)
BuyBoard Coefficient .72	\$ (22,469.78)
Sub Total	\$ 57,779.45
Bond	
Grand Total	\$ 57,779.45

March 23, 2023
Item No. 7.4.
Purchase of Arnold Property

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding approval of a real estate contract with Olive Margaret Arnold for the purchase of 2.0 acres of land at 1775 Arnold Road for \$293,600.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The property being considered for purchase is the Arnold family's 2.0 acre "Homesite Tract". The lot is adjacent to the existing Utilities Service Center and is considered essential for the expansion and operation of the electric and water utilities as identified in a Facilities Programming Report conducted by Jacobs Engineering in 2017. The report investigated the needs of the two utilities over the next 30 years and the most cost-effective way to address these needs.

The City purchased 35 acres on Graham Road in 1984 from Mr. and Mrs. Arnold to develop the Utilities Service Center. Another 12.94 acres were purchased from Mrs. Arnold in 2019 and during discussions, an Option Contract for the 2.0 acre "Homesite Tract" was agreed upon. The Option enabled Mrs. Arnold to continue living in her home and the City to purchase the property sometime in the future. Mrs. Arnold recently moved from the home and inquired about the City purchasing the property.

The real estate contract is available in the City Secretary's Office.

Budget & Financial Summary: The purchase price and terms of the sale were negotiated in 2018 and are considered reasonable in the current market.

Funds for this acquisition have been budgeted for and are available in the College Station Utilities Electric Department Capital Improvement Project Budget.

Attachments:

1. Project Map - 2 Ac Arnold Rd Property - Feb 2023 - Final
2. Seller signed Real Estate Contract

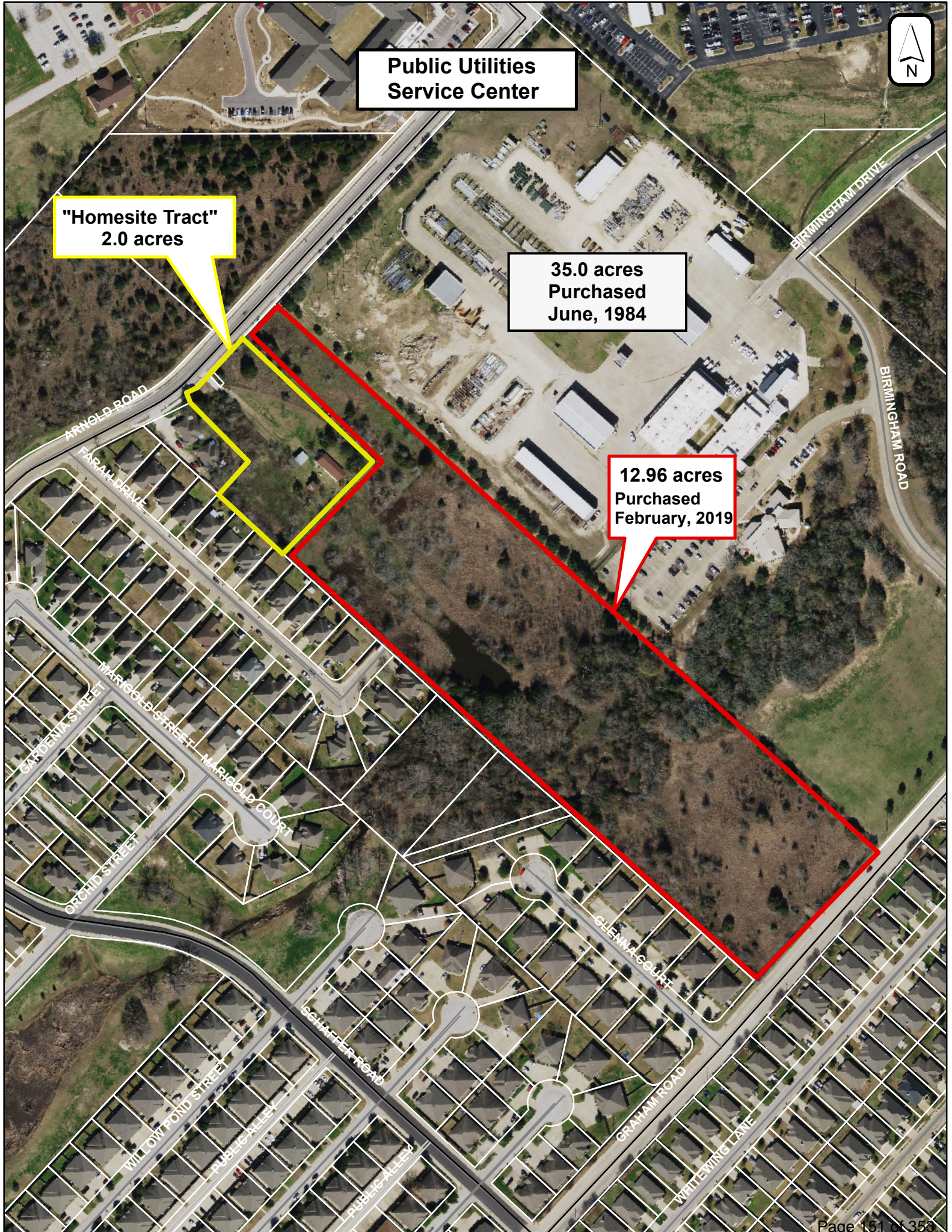


**Public Utilities
Service Center**

**"Homesite Tract"
2.0 acres**

**35.0 acres
Purchased
June, 1984**

**12.96 acres
Purchased
February, 2019**



HUGH W. LINDSAY

Attorney
412 Tarrow Street
College Station, Texas 77840

Telephone
(979) 260-8734

Facsimile
(979) 260-8736

City of College Station
Legal Department

by hand delivery

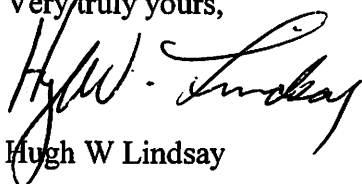
Attention: John Haislet

Regarding: Purchase of 2.0 acres from Olive Arnold

Dear John,

I am enclosing two copies, both originally signed on behalf of seller, of the Real Estate Contract for the above referenced transaction. I thought it prudent to have duplicate originals. Please let me know when the contract is live.

Very truly yours,



Hugh W Lindsay

CC: file 17091

REAL ESTATE CONTRACT

THIS CONTRACT OF SALE (the "Contract") is made by and between OLIVE MARGARET ARNOLD, acting by and through her attorneys-in-fact, RONALD ARNOLD and MARION FAY BELL ("SELLER"), and the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, whose mailing address is P. O. Box 9960, College Station, Brazos County, Texas 77842 ("BUYER"), upon the terms and conditions set forth herein:

ARTICLE I PURCHASE AND SALE

1.1 Property. SELLER, for the consideration and subject to the terms, provisions, and conditions set forth herein, agrees to sell and convey in fee simple by General Warranty Deed, and BUYER agrees to purchase the property of SELLER located at 1775 Arnold Road, College Station, Brazos County, Texas, 77845, more particularly described as all that certain tract or parcel of land containing 2.00 acres of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being part of the remainder of the Olive Margaret Arnold 50.02 acre tract as conveyed by deeds recorded in Volume 189, Page 405 and Volume 200, Page 445, of the Deed Records of Brazos County, Texas and Volume 14551, Page 101 of the Official Public Records of Brazos County, Texas, located in the west corner of the 50.02 acres; said 2.00 acre tract being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes, together with all and singular the rights and appurtenances pertaining thereto, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way, and rights of ingress and egress, together with SELLER's interest in any improvements and fixtures situated on and attached thereto, all of the foregoing including such real property, rights, improvements and appurtenances to be conveyed by SELLER being herein referred to as the "PROPERTY", for the consideration and subject to the terms provisions and conditions set forth herein. This Real Estate Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas; such approval indicated by signature of BUYER's representatives to this Real Estate Contract.

1.2 Title Commitment. BUYER has requested SOUTH LAND TITLE, LLC (the "Title Company") to furnish a Commitment for Title Insurance ("Title Commitment") to insure title to the BUYER for BUYER's review together with legible copies of all instruments referred to in the Title Commitment. The BUYER shall request the title company to furnish these items to BUYER within fifteen (15) calendar days of the date of this Real Estate Contract.

1.3 Title Review. BUYER shall have a period of fifteen (15) business days (the "Title Review Period") following the effective date of this Real Estate Contract or following the receipt of the Title Commitment and all copies of the instruments referred to in Schedules B and C, whichever occurs last, to make exceptions by notifying SELLER of BUYER's objection to any item shown on or referenced by those documents ("Title Reviewable Matters"). Any Title Reviewable Matter to which BUYER does not object within the Title Review Period shall be deemed to be accepted

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by BUYER. If BUYER objects to any such Title Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (a) waive such objections and accept such title as SELLER is able to convey; or
- (b) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

1.4 Survey. BUYER, at its expense, will provide a survey of the PROPERTY, showing, without limitation, all adjacent property lines, record ownership of adjoining properties, encroachments, easements, rights-of-way and other encumbrances of record. The survey will reflect any encroachments onto or by the PROPERTY onto adjoining properties.

(a) **Survey Review Period.** BUYER shall have a period of fifteen (15) business days ("Survey Review Period") following the effective date of this Real Estate Contract or following the receipt of the Survey, whichever comes last, within which to notify SELLER of BUYER's objection to any item shown on or referenced on the Survey ("Survey Reviewable Matter"). Any Survey Reviewable Matter to which BUYER does not object within the Survey Review Period shall be deemed to be accepted by BUYER. If BUYER objects to any such Reviewable Matter and gives notice to SELLER as provided herein, SELLER may at SELLER's election, on or before closing, attempt to cure same. If SELLER fails to cure same by the closing date, or is unwilling to cure same, the closing date shall be extended for five (5) business days for BUYER to either:

- (i) waive such objections and accept such title as SELLER is able to convey;
or
- (ii) terminate this Real Estate Contract by written notice to the Title Company and to SELLER, in which case neither SELLER nor BUYER shall have any further rights or obligations under this Real Estate Contract.

(b) **Survey Requirements.** The survey drawing shall be addressed to and certified in favor of the BUYER and SOUTH LAND TITLE, LLC. The field note description along with the survey plat or diagram of the PROPERTY as prepared by the surveyor shall be used in the General Warranty Deed.

1.5 Environmental Site Assessment. BUYER, at BUYER's expense, may obtain a Phase I Environmental Site Assessment to be performed on the PROPERTY not later than fifteen (15) days after the execution date of this Real Estate Contract. BUYER shall have a period of fifteen (15) business days after receipt of the Environmental Site Assessment to review the assessment and notify SELLER of BUYER's rejection of the PROPERTY. BUYER, at its option, may elect to provide SELLER with an opportunity to cure the environmental problem. If BUYER elects not to provide SELLER with an opportunity to cure or if SELLER fails to cure once BUYER provides

that opportunity, this Real Estate Contract shall be terminated and neither party will have any further liability.

1.6 Inspection of Property. BUYER and BUYER's representatives have SELLER's permission, at BUYER's risk and expense, to enter the PROPERTY at any reasonable time before closing to inspect the PROPERTY and conduct any and all investigations BUYER deems necessary, including surveys, environmental site assessments, and appraisals. No inspections, assessments or surveys of the PROPERTY by BUYER shall be conducted in a manner which disturbs or interferes with SELLER use of the PROPERTY.

1.7 Taxes. The parties agree that general real estate taxes on the PROPERTY for the then current year and all prior years, interest on any existing indebtedness, and rents, if any, shall be prorated as of the closing date and shall be adjusted in cash at the closing. BUYER is exempt from any taxes assessed and levied for prior years resulting from any change in use subsequent to the conveyance to BUYER pursuant to §23.55 of the TEXAS TAX CODE (Vernon 2008). If the closing shall occur before the tax rate is fixed for the current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All installments that have matured prior to the closing date on any special taxes or assessments shall be paid by SELLER.

1.8 Conveyance Documents. The sale of the PROPERTY shall be made by a General Warranty Deed from SELLER to BUYER in the form prepared by BUYER attached hereto as **EXHIBIT B**.

ARTICLE II PURCHASE PRICE AND EARNEST MONEY

2.1 Purchase Price. The purchase price for said PROPERTY shall be the sum of TWO HUNDRED NINETY-THREE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$293,600.00) (the "Purchase Price") and shall be payable in full at closing.

2.3 Earnest Money. Upon full execution of this Real Estate Contract by BUYER, BUYER shall, within seven (7) business days, deposit the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) of the Purchase Price as earnest money with SOUTH LAND TITLE, LLC, 3800 Cross Park Drive, Bryan, Texas 77802 (the "Earnest Money"). The date on which such Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money in an interest-bearing account mutually acceptable to SELLER and BUYER. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money and any accrued interest shall be credited to the Purchase Price at Closing.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

3.1 SELLER hereby represents and warrants to BUYER as follows:

Contract No. _____

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(a) SELLER has the full right, power, and authority to enter into and perform SELLER's obligations under this Real Estate Contract.

(b) SELLER has no actual knowledge of any third parties in possession of any portion of the PROPERTY, either as lessees, tenants at sufferance, trespassers, or other persons in possession (excepting utility providers). Additionally, SELLER has no actual knowledge of any action by adjacent landowners, or any natural or artificial conditions upon the PROPERTY, or any significant adverse fact or condition relating to the PROPERTY, which has not been disclosed in writing to BUYER by SELLER, which would prevent, limit, impede or render more costly BUYER's contemplated acquisition and use of the PROPERTY.

(c) SELLER has no actual knowledge of any pending or threatened condemnation or similar proceedings or assessment affecting the PROPERTY or any part thereof. SELLER has no actual knowledge of any such proceedings or assessments contemplated by any governmental entity.

(d) SELLER has no actual knowledge that the PROPERTY does not have full and free access to and from public highways, streets, or roads. SELLER has no actual knowledge that there are pending or threatened governmental proceedings that would impair or result in the termination of such access. If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(e) To the best of SELLER's knowledge, the PROPERTY has not been illegally subdivided or otherwise held, managed, or maintained in violation of any federal, state, or local law.

(f) SELLER has no actual knowledge that SELLER has not complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the PROPERTY or any part thereof.

(g) If SELLER obtains actual knowledge of any such matter subsequent to the date of this Real Estate Contract that would make any of the representations or warranties untrue if made as of closing, SELLER shall notify BUYER, and BUYER shall have the election of terminating the Real Estate Contract, in which case neither party shall have any further obligation to the other.

(h) SELLER has no actual knowledge that the PROPERTY contains any environmental hazard.

(i) SELLER is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, Sections 1445 and 7701 (i.e., SELLER is not a non-resident alien, a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and regulations promulgated thereunder).

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(j) To the best of SELLER's knowledge there are no unpaid charges, debts, liabilities, claims or obligations arising from any construction, occupancy, ownership, use or operation of the PROPERTY, or the business operated thereon, if any, which could give rise to any mechanic's or materialmen's or other statutory lien against the PROPERTY, or any part thereof, or for which BUYER will be responsible.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

4.1 BUYER represents and warrants to SELLER as of the effective date and as of the closing date that:

(a) BUYER has the full right, power, and authority to purchase the PROPERTY from SELLER as provided in this Real Estate Contract and to carry out BUYER's obligations under this Real Estate Contract, and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER's obligations hereunder has been obtained or on or before closing will have been obtained.

ARTICLE V CLOSING

5.1 The closing shall be held at SOUTH LAND TITLE, LLC, within one hundred twenty (120) days from the full execution of this Real Estate Contract by BUYER and SELLER, or at such time and date as SELLER and BUYER may agree upon in writing ("Closing Date"). The City Manager for the BUYER is authorized to extend the time for closing if BUYER and SELLER agree to extend the time for closing.

5.2 At the closing, SELLER shall:

(a) Deliver to BUYER the duly executed and acknowledged General Warranty Deed prepared by BUYER, in the form attached as Exhibit B, conveying good and indefeasible title in the PROPERTY, free and clear of any and all liens, encumbrances, except for the Reviewable Matters and subject to the BUYER's election to terminate this Real Estate Contract in the event BUYER disapproves of any Reviewable Matter, which objection may be cured by SELLER on or prior to the closing as provided by Article I of this Real Estate Contract.

(b) Deliver possession of the PROPERTY to BUYER.

(c) Deliver to BUYER, at BUYER'S expense, a Title Policy insuring indefeasible title issued by SOUTH LAND TITLE, LLC, in BUYER's favor in the full amount of the Purchase Price, insuring BUYER's fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment and not objected to by BUYER prior to closing.

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(d) Pay any and all required property taxes for prior years up to and including the year 2022 and prorated taxes for the year 2023.

(e) Pay any and all homeowner's or maintenance fees, if any, for prior years and for the current year prorated up to the date of closing.

(f) Pay any and all amounts due on any Abstracts of Judgments including but not limited to costs, interest and attorney's fees and any and all other liens or indebtednesses required to be paid at closing to convey title free and clear of any and all liens.

(g) Pay a real estate commission, if any.

(h) Pay the costs to obtain, deliver and record any documents necessary to clear title associated with co-ownership, if any, required at closing.

(i) Pay the SELLER's attorney fees.

5.3 Upon such performance by SELLER at closing, BUYER shall:

(a) Pay the balance of the Purchase Price.

(b) Pay the escrow fees of the title company and costs of tax certificates.

(c) Pay the title insurance premium.

(d) Prepare the General Warranty Deed document, and pay the cost to record same.

(e) Prepare any releases or partial releases of all liens, if any, and pay the costs to record releases or partial releases of all liens, if any, to be released at closing.

(f) Pay the costs to obtain, deliver and record all documents other than those to be recorded at SELLER's expense.

(g) Pay the cost of the survey of the PROPERTY and pay the additional premium for the survey/boundary deletion in the title policy, if the deletion is requested by BUYER.

(h) Pay the cost of work required by BUYER to have the survey reflect matters other than those required under this Real Estate Contract.

(i) Pay for any and all environmental assessments and other inspections, if any.

(j) Pay the BUYER's expenses or attorney fees.

ARTICLE VI SPECIAL CONDITIONS

6.1 Groundwater Rights. SELLER to convey any and all groundwater rights.

6.2 Reservation of Minerals. SELLER to reserve unto herself, her administrators, successors and assigns, any and all oil, gas and other minerals deeper than two-hundred fifty (250) feet below the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

6.3 Waiver of Surface Rights. SELLER waives all rights with respect to the surface and no owner of the mineral estate shall ever have the rights to use the surface of the Property to drill, mine, or explore for oil, gas and other minerals, except as may have been reserved under the reservations and exceptions expressly listed in the General Warranty Deed or by predecessors in title. SELLER agrees not to convey, sell, or lease the oil, gas and other minerals without restricting the use of the surface against drilling, mining, or exploring for oil, gas and other minerals or execute another oil, gas and/or other minerals lease that allows the surface of the Property to be used to drill, mine, explore or transport oil, gas or other minerals.

ARTICLE VII BREACH BY SELLER

7.1 In the event SELLER fails to fully and timely perform any of SELLER's obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except BUYER's default, BUYER may:

- (a) Enforce specific performance of this Real Estate Contract;
- (b) Bring suit for damages against SELLER; and/or
- (c) Terminate this Real Estate Contract in writing and initiate condemnation proceedings.

ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to consummate the purchase of the PROPERTY (BUYER being in default and SELLER not being in default hereunder), SELLER shall have the right to bring suit against BUYER only for specific performance and expectancy and incidental damages, if any.

Contract No. _____

Page 7

**ARTICLE IX
MISCELLANEOUS**

9.1 Survival of Covenants. Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the closing date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

9.2 Notice. Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

SELLER: **OLIVE MARGARET ARNOLD**
1775 Arnold Road
College Station, Texas 77845
By and through her attorneys-in-fact:

RONALD ARNOLD
10420 Dilly Shaw Tap Road
Bryan, Texas 77808-8265
Telephone: 979-229-1425
Email: arkooziz@yahoo.com

MARION FAY BELL
10263 Winzer Road
Beaumont, Texas 77705-9637
Telephone: 409-659-1104
Email: fayguillory@yahoo.com

With Copy To: **Hugh W. Lindsay**
412 Tarrow Street
College Station, Texas 77840
Telephone: 979-260-8734
Facsimile: 979-260-8736

BUYER: **City of College Station**
Legal Department
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Facsimile: 979-764-3481

9.3 Texas Law to Apply. This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

Contract No. _____

Page 8

9.4 Parties Bound. This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

9.5 Invalid Provision. In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.6 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

9.7 Prior Agreements Superseded. This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

9.8 Time of Essence. Time is of the essence to this Real Estate Contract.

9.9 Gender. Words of any gender used in this Real Estate Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

9.10 Multiple Counterparts. This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.


9.11 Contract Execution. This Contract by BUYER to purchase the PROPERTY is subject to approval by the City Council of the City of College Station, Texas (the "City Council"); such approval indicated by signature of BUYER's representative to this Contract. Once this Contract is executed by the SELLER, the FULLY EXECUTED date shall be the date this Contract is approved by the City Council.

Contract No. _____

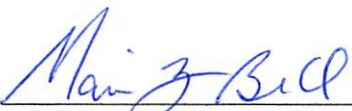
Page 9

FULLY EXECUTED on this the _____ day of _____, 2023.

SELLER:



RONALD ARNOLD, attorney-in-fact
for OLIVE MARGARET ARNOLD
Date: 2-17-23



MARION FAY BELL, attorney-in-fact
for OLIVE MARGARET ARNOLD
Date: 2-17-23

BUYER:

CITY OF COLLEGE STATION

BY: _____
JOHN NICHOLS, Mayor
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

BRYAN C. WOODS, City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

Attached Exhibits:

EXHIBIT A – Real Property Description and Diagram of Property

EXHIBIT B – General Warranty Deed Form

Contract No. _____

Page 10

THE STATE OF TEXAS

§

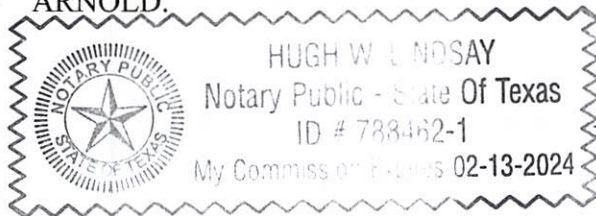
ACKNOWLEDGMENT

COUNTY OF BRAZOS

§

§

This instrument was acknowledged before me on this the 17 day of February, 2023, by RONALD ARNOLD, as attorney-in-fact for and on behalf of OLIVE MARGARET ARNOLD.



Hugh W. Lindsay
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

COUNTY OF Brazos

§

§

This instrument was acknowledged before me on this the 17 day of February, 2023, by MARION FAY BELL, as attorney-in-fact for and on behalf of OLIVE MARGARET ARNOLD.



Hugh W. Lindsay
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

COUNTY OF BRAZOS

§

§

This instrument was acknowledged before me on the _____ day of _____, 2023, by JOHN NICHOLS, as Mayor of the CITY OF COLLEGE STATION, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

Contract No. _____

Page 11

EXHIBIT A TO REAL ESTATE CONTRACT

Joe Orr, Inc.

A BASELINE CORPORATION CO.

Post Office Box 11979

College Station, TX 77842-1979

(979) 693-2777

TBPLS Firm no. 100544-00

2.00 Acres out of the
Remainder of the Olive Arnold Tract
Robert Stevenson league A-54
College Station, Texas
January 2019

All of that certain tract or parcel of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, being part of the remainder of the Olive Margaret Arnold 50.02 acre tract as conveyed by deeds recorded in volume 189, page 405 and volume 200, page 445 of the Deed Records of Brazos County, Texas and volume 14551, page 101 of the Official Public Records of Brazos County, located in the west corner of the 50.02 acres and being more particularly described as follows:

Beginning at a 1/2" iron rod found (set in 1984) at the most westerly corner of the said 50.02 acre tract in a southeast line of the prescriptive right-of-way portion of Arnold Road at or near the north corner of that 0.46 acre tract conveyed to Benedele & Welch, LLC by deed recorded in volume 12783, page 203 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 131 bears S 77° 40' 44" E – 5129.7 feet.

Thence S 43° 39' 05" E – 177.21 feet, along a common boundary line of the said 50.02 acre and said 0.46 acre tracts and generally along an old wire fence, to a railroad cross-tie fence corner post honored as the east common corner of the two tracts;

Thence S 44° 32' 12" W – 94.70 feet, along another common boundary line of the said 50.02 acre and 0.46 acre tracts, passing through a 1/2" iron rod found at 94.48 feet, to the northeast boundary line of the Carroll Addition as described by plat recorded in volume 5229, page 47 of the Official Public Records of Brazos County, from where a 1/2" iron rod found with a yellow plastic cap stamped "STRONG RPLS 4961" marking the north corner of Block 1 of said subdivision bears N 47° 33' 07" W – 218.8 feet;

Thence S 47° 33' 07" E – 165.79 feet, along the said northeast boundary line of the Carroll Addition, to a 1/2" iron rod found with a yellow plastic cap stamped "STRONG RPLS 4961" marking the north common corner of Lot 7 and Lot 8 of said Block 1 and being the south corner of this described 2.00 acre tract;

Thence N 54° 25' 49" E – 201.11 feet, through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

Thence N 42° 20' 26" E – 87.50 feet, continuing through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for a corner point;

EXHIBIT A TO REAL ESTATE CONTRACT

Thence N 47° 39' 34" W – 400.00 feet, continuing through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the north corner of this described tract in the southeast line of Arnold Road (60 ft. dedicated R.O.W.) as described by plat of College Station Medical + Senior Living recorded in volume 11077, pages 177-178;

Thence S 43° 01' 29" W – 90.15 feet, along the said line of Arnold Road, to a point for corner (no rod set);

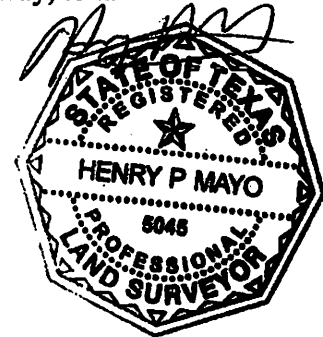
Thence S 42° 35' 38" E – 36.91 feet, passing through a 1/2" iron rod found at 0.21 feet, to a 1/2" iron rod with a red plastic cap stamped "M.McCLURE RPLS 2859" found at a corner point of a strip of right-of-way dedicated as part of Arnold Road by said Senior Living plat;

Thence S 43° 14' 06" W – 45.61 feet, passing through a 1/2" iron rod with a red plastic cap stamped "M.McCLURE RPLS 2859" found at 10.40 feet and being another corner of said dedicated right-of-way strip, to a 1/2" iron rod found (set in 1984) at an angle point in the said prescriptive right-of-way portion of Arnold Road;

Thence S 65° 19' 57" W – 41.08 feet, along said prescriptive right-of-way, to the Point of Beginning and containing 2.00 acres of land more or less.

Bearings are Texas State Plane, NAD83 Central Zone datum, based on City of College Station GPS control monument no. 130 and no. 131 (S 30°12'51" E).

See exhibit plat prepared with this description, dated January 2019.



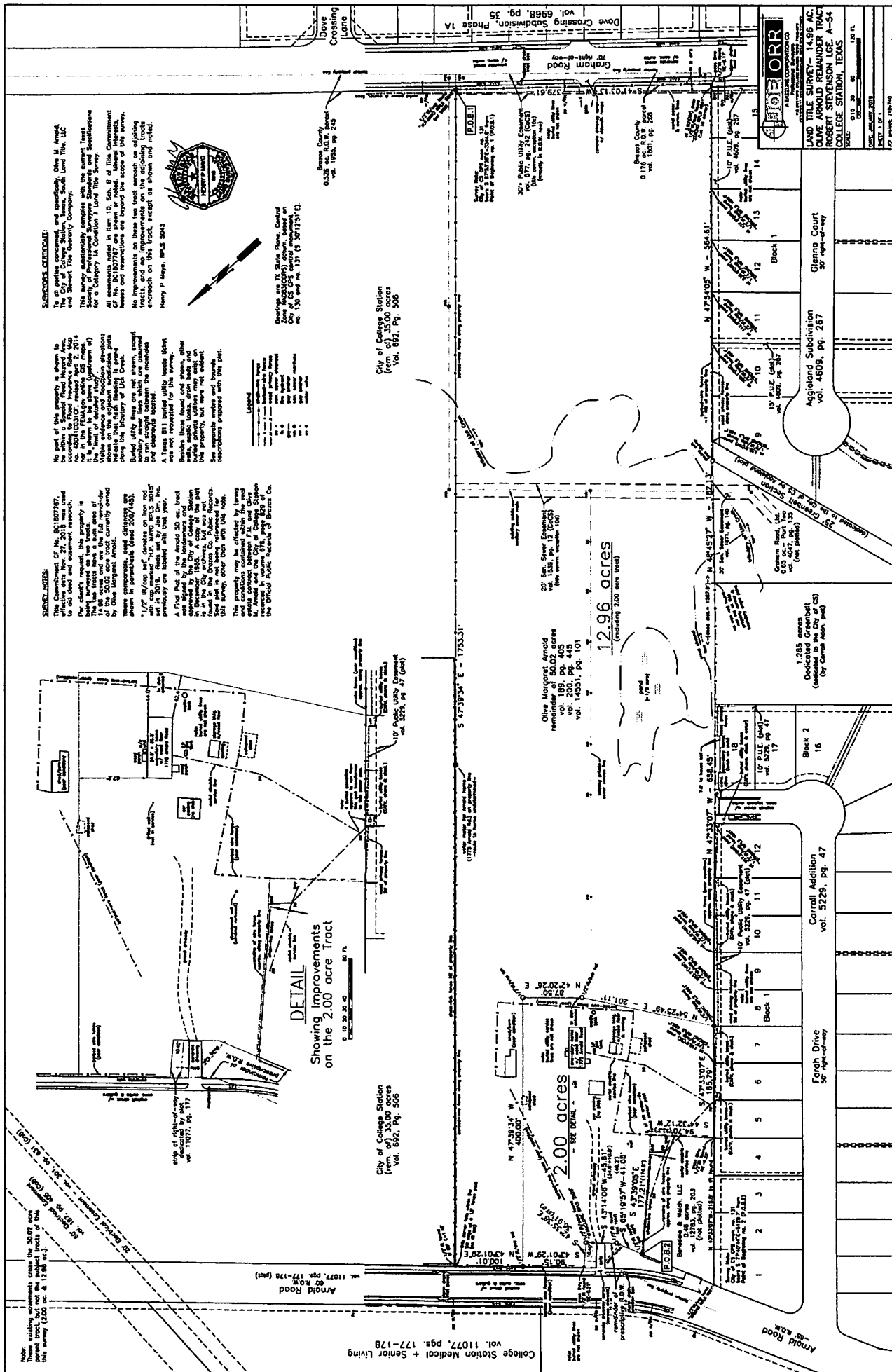


EXHIBIT B TO REAL ESTATE CONTRACT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: _____, 2023

GRANTOR: OLIVE MARGARET ARNOLD, acting by and through her attorneys-in-fact, RONALD ARNOLD of Brazos County, Texas, and MARION FAY BELL, of Jefferson County, Texas

GRANTOR'S MAILING ADDRESS: 1775 Arnold Road
(including county) Brazos County
College Station, Texas 77845

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

All that certain tract or parcel of land containing 2.00 acres of land, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being part of the remainder of the Olive Margaret Arnold 50.02 acre tract as conveyed by deeds recorded in Volume 189, Page 405 and Volume 200, Page 445, of the Deed Records of Brazos County, Texas and Volume 14551, Page 101 of the Official Public Records of Brazos County, Texas, located in the west corner of the 50.02 acres; said 2.00 acre tract being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

EXHIBIT B TO REAL ESTATE CONTRACT

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Utility Easement dated April 23, 1986, executed by F. M. Arnold and Olive Arnold to the City of College Station, Texas, recorded in Volume 877, Page 242, of the Official Records of Brazos County, Texas.
2. Utility Easement dated June 22, 1993, executed by F. M. Arnold and Olive M. Arnold to the City of College Station, Texas, recorded in Volume 1839, Page 12, of the Official Records of Brazos County, Texas.

GRANTOR hereby reserves unto themselves, their successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels and provided further that GRANTOR does not reserve and expressly convey to GRANTEE any and all minerals of whatsoever kind and nature owned by GRANTOR down to the depth of two hundred fifty (250) feet from the actual surface of any portion of said tract.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever. GRANTOR binds GRANTOR and GRANTOR's heirs, executors and administrators, to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

RONALD ARNOLD, attorney-in-fact for
OLIVE MARGARET ARNOLD

MARION FAY BELL, attorney-in-fact for
OLIVE MARGARET ARNOLD

EXHIBIT B TO REAL ESTATE CONTRACT

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by RONALD ARNOLD, as attorney-in-fact for and on behalf of OLIVE MARGARET ARNOLD.

NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2023, by MARION FAY BELL, as attorney-in-fact for and on behalf of OLIVE MARGARET ARNOLD.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
Legal Department
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT B TO REAL ESTATE CONTRACT

EXHIBIT A

Joe Orr, Inc.

A BASELINE CORPORATION CO.

Post Office Box 11979

College Station, TX 77842-1979

(979) 693-2777

TBPLS Firm no. 100544-00

2.00 Acres out of the
Remainder of the Olive Arnold Tract
Robert Stevenson league A-54
College Station, Texas
January 2019

All of that certain tract or parcel of land lying and being situated in the Robert Stevenson league (abstract no. 54) in College Station, Brazos County, Texas, being part of the remainder of the Olive Margaret Arnold 50.02 acre tract as conveyed by deeds recorded in volume 189, page 405 and volume 200, page 445 of the Deed Records of Brazos County, Texas and volume 14551, page 101 of the Official Public Records of Brazos County, located in the west corner of the 50.02 acres and being more particularly described as follows:

Beginning at a 1/2" iron rod found (set in 1984) at the most westerly corner of the said 50.02 acre tract in a southeast line of the prescriptive right-of-way portion of Arnold Road at or near the north corner of that 0.46 acre tract conveyed to Benedele & Welch, LLC by deed recorded in volume 12783, page 203 of the Official Public Records of Brazos County, Texas, from where City of College Station GPS control monument no. 131 bears S 77° 40' 44" E – 5129.7 feet.

Thence S 43° 39' 05" E – 177.21 feet, along a common boundary line of the said 50.02 acre and said 0.46 acre tracts and generally along an old wire fence, to a railroad cross-tie fence corner post honored as the east common corner of the two tracts;

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Thence S 47° 33' 07" E – 165.79 feet, along the said northeast boundary line of the Carroll Addition, to a 1/2" iron rod found with a yellow plastic cap stamped "STRONG RPLS 4961" marking the north common corner of Lot 7 and Lot 8 of said Block 1 and being the south corner of this described 2.00 acre tract;

Thence N 54° 25' 49" E – 201.11 feet, through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for an angle point;

Thence N 42° 20' 26" E – 87.50 feet, continuing through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for a corner point;

EXHIBIT B TO REAL ESTATE CONTRACT

EXHIBIT A

Thence N 47° 39' 34" W – 400.00 feet, continuing through the said 50.02 acre tract, to a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set for the north corner of this described tract in the southeast line of Arnold Road (60 ft. dedicated R.O.W.) as described by plat of College Station Medical + Senior Living recorded in volume 11077, pages 177-178;

Thence S 43° 01' 29" W – 90.15 feet, along the said line of Arnold Road, to a point for corner (no rod set);

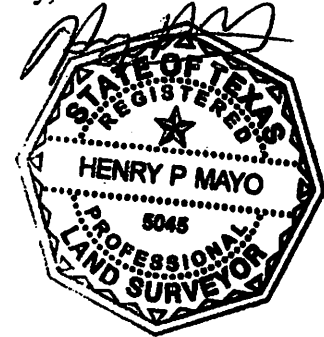
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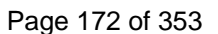
Thence S 43° 14' 06" W – 45.61 feet, passing through a 1/2" iron rod with a red plastic cap stamped "M.McCLURE RPLS 2859" found at 10.40 feet and being another corner of said dedicated right-of-way strip, to a 1/2" iron rod found (set in 1984) at an angle point in the said prescriptive right-of-way portion of Arnold Road;

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Bearings are Texas State Plane, NAD83 Central Zone datum, based on City of College Station GPS control monument no. 130 and no. 131 (S 30°12'51" E).

See exhibit plat prepared with this description, dated January 2019.





March 23, 2023
Item No. 7.5.
Drop and Go Franchise Agreement

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Drop and Go Dumpsters for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance granting Drop and Go Dumpsters a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Drop and Go Dumpsters to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Currently, the city has a total of seventeen (17) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Drop and Go Dumpsters Franchise Agreement

ORDINANCE NO. _____

DUMPSTER COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, DROP AND GO DUMPSTERS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 TAC** means the Texas Administrative Code now and as amended.
- 1.18 TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
 - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
 - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Caroline Ask
PO Box 9960
College Station, TX 77842
cask@cstx.gov

Drop and Go Dumpsters
Attn: Tyler RJ Smith
6517 FM 974, Bryan TX 77802
info@dropandgodumpster.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the ____ day of _____, 2023.
- b. Second Consideration & Approval on the ____ day of _____, 2023.

DROP AND GO DUMPSTERS

By: _____

Printed Name: _____

Title: **Owner/Member**

Date: _____

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base dumpster haul rates are:

12 Yard;	\$275
20 Yard;	\$300
30 Yard;	\$325
40 Yard;	\$350

per month and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs
- i. Number of Loads
- j. Can Availability

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE



CHUNMYJ-01

WENDYH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ANCO Insurance PO Box 3889 Bryan, TX 77805	CONTACT NAME: Wendy Harrod	
	PHONE (A/C, No, Ext): (979) 774-6283	FAX (A/C, No): (979) 774-5372
	E-MAIL ADDRESS: harrod@anco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Central Mutual Insurance Company	20230
INSURED Chunk My Junk LLC DBA Drop And Go Dumpsters 6517 FM 974 Bryan, TX 77808	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP 8958649	9/12/2022	9/12/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8958650	9/12/2022	9/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station is included as an Additional Insured on the General Liability and Auto policies per attached forms. Waiver of Subrogation is included on the General Liability and Auto policies per attached forms.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Risk Management PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement amends the policy by adding the following; please read each section carefully.

EMPLOYEE BENEFITS LIABILITY COVERAGE

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
 ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
 ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT - AUTOMATIC STATUS
 ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
 INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
 NEWLY FORMED OR ACQUIRED ORGANIZATIONS
 NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
 VOLUNTARY PROPERTY DAMAGE
 NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
 FIRE, SPRINKLER LEAKAGE OR EXPLOSION
 POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
 AGGREGATE LIMITS OF INSURANCE AMENDMENT
 SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
 REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
 LOST KEY COVERAGE
 PERSONAL AND ADVERTISING INJURY DEFINITION AMENDED

These modifications are subject to the terms and conditions applicable to coverage in the policy except as provided below.

A. Employee Benefits Liability Coverage

The following is added to Section I - Coverages: EMPLOYEE BENEFITS LIABILITY COVERAGE.

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and
- 2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to damages only if:
 - 1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";
 - 2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and
 - 3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a. **Dishonesty or Fraud**

Damages arising out of any dishonest, fraudulent or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, or Personal and Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy of Performance of Investment/Advice Given to Participate

Any "claim" or "suit" based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation and Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

- 1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or
- 2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the Supplementary Payments - Coverages **A** and **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program."
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

- 1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) "Claims" made or "suits" brought;
 - c) Persons or organizations making "claims" or bringing "suits";
 - d) Acts, error or omissions which result in loss; or
 - e) Benefits included in your "employee benefit program."
- 2) \$2,000,000 is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."
- 3) Subject to the above Limit, \$1,000,000 is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a) An act, error or omission; or
 - b) A series of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$1,000. The limits of insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit"apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs 2. and 4. are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:
 - 1) What the act, error or omission was and when it occurred; and
 - 2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - b. If a "claim" is made or "suit" is brought against any insured, you must:
 - 1) Immediately record the specifics of the "claims" or "suit" and the date received; and
 - 2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - 2) Authorize us to obtain records and other information;
 - 3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

- 1. "Administration" means:
 - a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
 - b. Handling records in connection with the "employee benefit program"; or
 - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.
- 2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.
 - a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;
 - c. Unemployment insurance, social security benefits, workers compensation and disability benefits;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

B. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - 1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions,

- reports, surveys, field orders, change orders or drawings and specifications; or
- 2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

- 1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Lessor of Leased Equipment - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
- b. will not be broader than that which you are required by the contract or agreement to provide for

such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Additional Insured Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

- a. only applies to the extent permitted by law; and
 - b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. An express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - 1) The exceptions contained in Sub-paragraphs d. or f.; or
 - 2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

F. Include Directors Or Trustees On Committees As Employees (not applicable to Employee Benefits Liability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition 5.:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

G. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 8., is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

H. Newly Formed or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. Notice Of Occurrence, Knowledge of Occurrence, Unintentional Omission

The following is added to SECTION IV.2. - DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

J. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **\$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **\$25,000**.
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **\$250**.

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

- a. To "loss" of property at premises owned, rented, leased, operated, or used by you;
 - b. To "loss" of property while in transit;
 - c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
 - d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
 - e. To "loss" of property included within the "Products/Completed Operations Hazard";
 - f. To "loss" of property which is an "auto" or "mobile equipment."
 - g. To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

K. Non-Owned Watercraft Liability and Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion 2.g. is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operations and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 60 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided that "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

L. Fire, Sprinkler Leakage Or Explosion

1. SECTION I - GENERAL LIABILITY COVERAGES is amended as follows:

- a. The last paragraph of 2. **Exclusions** under **A. Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions c. through q. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

But the Limit for Damage to Premises Rented To You shown in the Declaration will apply to all damage proximately caused by the same event, whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

- b. **Section III - Limits of Insurance** is amended to replace paragraph 6. with the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented to You Limit is the most we will pay under Paragraph A. Bodily Injury And Property Damage Liability for damages

because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, sprinkler leakage, or explosion, while rented to you or temporarily occupied by you with permission of the owner.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

2. The Damage to Premises Rented To You Limit is \$300,000 unless a higher limit is shown on the declaration or change endorsement.
3. Paragraph 4.b. of the Other Insurance is amended as follows:
The term "Fire" in Paragraph B. (1)(a)(i) is replaced by "Fire, Sprinkler Leakage, or Explosion"
4. Section 9.a. under SECTION V - DEFINITIONS is amended as follows:
The term "fire" is replaced by "fire, sprinkler leakage, or explosion"

M. Pollution Coverage For Upset of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

- a. With regard only to the coverage provided by this extension K., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

- 1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."
- 3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

N. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph 2. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph 1.b. is replaced by the following:

Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$400 a day because of time off from work.

P. Reasonable Force Expansion - Property Damage

Exclusion 2.a. of Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided for the loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

- a.** The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;
- b.** Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b)**:

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

- a.** The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;
- b.** Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed \$25,000. Each claim is subject to a \$250 deductible.

R. Personal and Advertising Injury Definition

Under SECTION V – DEFINITIONS, 14.c. is replaced with the following:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor.

S. The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. OTHER INSURANCE:

When this General Liability Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

- a.** There shall be no duplication of the Limits of Insurance.
- b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the General Liability Plus endorsement.

T. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by adding:

LIBERALIZATION

If we adopt a change in our Comprehensive General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Coverage Form. It will apply when the change becomes effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PRIMARY AND EXCESS PROVISIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR
CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two- family dwellings:

- (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;

- (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
- (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
 - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
 - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c) If the Named Insured submits a fraudulent claim; or
 - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

B. The following condition is added and supersedes any provision to the contrary:

Nonrenewal

1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This paragraph, **2.**, applies unless the policy qualifies under Paragraph **3.** below.
 If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
 - a. The first Named Insured; and
 - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.
 We will mail or deliver such notice to each last mailing address known to us.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAP PLUS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM

These coverages are subject to the terms and conditions applicable to coverage in this policy except as provided below.

A. Hired Auto Physical Damage Coverage

1. If hired "autos" are covered "autos" for Liability Coverage in this policy or another policy provided by us and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is **\$75,000** or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Subject to the above limit, and deductible, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

2. Changes In Liability Coverage:

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

3. Changes In General Conditions:

Paragraph **5.b.** of the Other Insurance Condition in the Business Auto and Business Auto Physical Damage Coverage Forms are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

B. Hired Auto Physical Damage - Additional Loss of Use Expenses

Paragraph A.4.b. of Section III - Physical Damage Coverage is amended to provide a limit of \$85 per day and a maximum limit of \$1,350.

C. Physical Damage - Additional Transportation Expense Coverage

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of **\$50 per day** and a **maximum limit of \$1,000**.

D. Towing and Labor Costs Coverage

We will pay up to \$75 for towing and labor costs incurred each time an owned "auto" is disabled. However, the labor must be performed at the place of disablement.

E. Parked Auto Collision Coverage (Waiver of Deductible)

The deductible does not apply to "loss" caused by collision to such covered "auto" while it is:

1. In the charge of an "insured";
2. Legally parked; and
3. Unoccupied.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations or Change Endorsement.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

F. Rental Reimbursement Coverage

When there is a "loss" to a covered "auto," we will pay for rental reimbursement expenses incurred by you for the rental of an "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

This coverage applies only:

1. For those expenses incurred during the policy period beginning 24 hours after the loss;
2. To necessary and actual expenses incurred;
3. To a "loss" for which we also pay a "loss" under Physical Damage Coverage - Comprehensive Coverage, Specified Causes of Loss Coverage or Collision Coverage; and
4. If there are no spare or reserve "autos" available to you for your operations.

Our payment will be limited to that period of time reasonably required to repair or replace the covered "auto." We will pay up to **\$75 per day** to a **maximum of \$1,500**.

If "loss" results from total theft of a covered "auto" we will pay under this coverage only that amount of rental reimbursement expenses which are not already provided under the Physical Damage Coverage Extension.

G. Difference in Value Coverage - Loan/Lease Gap

In the event of a total "loss" to a covered "auto," the Limit of Insurance provision in SECTION III, PHYSICAL DAMAGE COVERAGE, is replaced by the following:

LIMIT OF INSURANCE

1. The most we will pay for "loss" in any one "accident" is the greater of:
 - a. The amount due under the terms of the loan/lease to which a covered "auto" is subject, but not to include:
 - i) Overdue loan/lease payments,
 - ii) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear,
 - iii) Security deposits not refunded by the lessor,
 - iv) Cost of extended warranties, Credit Life Insurance, Accident or Disability Insurance purchased with the loan or lease, or
 - v) Carry-over balances from previous loans or leases.
 - b. The actual cash value of the damaged or stolen property as of the time of the "loss."
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

For the purposes of this coverage, physical damage resulting in total "loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

This coverage shall apply only to the original lease written on a covered "auto" not previously titled.

H. Glass Repair - Waiver of Deductible

Under Paragraph D. - Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

I. Employees as Insureds

Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any employee of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. Coverage is excess over any other collectible insurance.

J. Fellow Employee Coverage

The Fellow Employee Exclusion contained in SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

K. Doubled Automobile Medical Payments Coverage

If you have purchased Automobile Medical Payments Coverage, the limit of insurance for that coverage as shown in the Declarations or Change Endorsement will be doubled in the event an "insured" is injured in an "accident" while within an "auto" and is:

1. Wearing a seat belt; or
2. The "auto" is equipped with passive restraints.

L. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION IV CONDITION 5., is amended by the addition of the following:

We waive the right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered auto. This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

M. Additional Insured - Automatic Status

1. Any "leased auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. Paragraph A.1 - Who is an Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under:
A written contract, permit or agreement, and
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."
3. The insurance provided to the additional insured is limited as follows:
 - a. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

N. Loss Payee - Lessor

1. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omission on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

4. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

O. Tapes, Records and Discs Coverage SECTION III - PHYSICAL

DAMAGE COVERAGE is amended as follows:

1. The exclusion referring to tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. The following is added to Paragraph A. Coverage:

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property or that of a family member, and
- b. Are in a covered "auto" at the time of "loss."

3. The most we will pay for "loss" is \$250.

4. No Physical Damage Coverage deductible applies to this coverage.

P. Audio, Visual and Data Electronic Equipment Coverage SECTION

III - PHYSICAL DAMAGE COVERAGE is amended as follows:

1. The sublimit in Paragraph **C.1.b.** of the Limit Of Insurance provision is increased to \$2,500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraphs 2. and 5. of the **Cancellation Common Policy Condition contained in Endorsement **IL 00 17** are replaced by the following:**

2. We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a)** Fraud in obtaining coverage;
 - (b)** Failure to pay premiums when due;
 - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d)** Loss of reinsurance covering all or part of the risk covered by the policy; or
 - (e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
 - (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
 - (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
 - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (c)** If the Named Insured submits a fraudulent claim; or
 - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

Nonrenewal

1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

REQUEST FOR EXCEPTION TO WORKERS' COMPENSATION REQUIREMENT

I, the undersigned, am the sole owner, shareholder, principal or partner doing business as Drop And Go Dumpsters I herein verify Drop And Go Dumpsters does not have paid employees or subcontractors, nor does it conduct business in any way that would require it to have Workers' Compensation coverage when performing for the City of College Station under the above-referenced contract. Based on this, I request an exception to the City's Workers' Compensation contract insurance requirement be granted for this project.

I understand if Drop And Go Dumpsters hires any employees or does anything to change its obligations under state law with respect to carrying Workers' Compensation insurance when performing for the City, it will promptly do so and notify the City of same.

Drop And Go Dumpsters assumes full responsibility for its obligations, if any, under applicable law relating to workers compensation.

Name of Business: Drop And Go Dumpsters

SSN/FEIN No. 82-4341609 Telephone No. 979-807-4522

Address/P.O. Box: 6517 Fm 974

City: Bryan State: TX Zip Code: 77802

Signature of Owner: John R J Little Date: 2/1/23

Witnessed by: Kristen May

RETURN SIGNED FORM TO _____, OR

FAX TO _____.

March 23, 2023

Item No. 7.6.

Ratification for Emergency Purchase of Electric Inventory Transformers from KBS and Techline

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action ratifying an emergency purchase of one 1000 kVA and one 1500 kVA transformer from KBS Electrical Distributors in the amount of \$135,000; and one 1000 kVA and one 1500 kVA transformer from Techline Inc. in the amount of \$109,500; for electric warehouse inventory for a total amount of \$244,500.

Relationship to Strategic Goals:

Core Services and Infrastructure

Financially Sustainable City

Recommendation(s): Staff recommends ratification of PO 23202071 with KBS Electrical Distributors for \$135,000 and PO 23202072 with Techline, Inc. for \$109,500 for a total amount of \$244,500.

Summary: Due to the influx of Commercial and Residential mixed-use, high-rise developments within the Northgate area, College Station's Electric Utility has had to quickly source two 1000 kVA and two 1500 kVA transformers to accommodate the electrical demand for these projects.

With transformer availability, national supply chain issues causing long lead times, and a lack of material for manufacturing, transformers have become a known issue within the Utility/Power Industry. This emergency purchase allows for critical equipment to be delivered in a reasonable timeframe for additional inventory units and to match the developers' construction schedules.

Budget & Financial Summary: Funds are available and budgeted within the Electric Capital Fund. Projects will be expensed as supplies are requisitioned from inventory and issued to staff.

Attachments:

1. 20230227-Transformer Order-Cost-And Delivery Time

**EMERGENCY PURCHASE OF TRANSFORMERS
FOR
COLLEGE STATION ELECTRIC UTILITIES**

TRANSFORMER BIDS AND DELIVERY TIME			
Distributor	1000 kVA 277/480 Unit Price	1500 kVA 277/480 Unit Price	Lead Time (weeks)
KBS Electrical Distributors, Inc.	\$ 55,000.00	\$ 80,000.00	1st one immediately; 2nd one 24wks
Techline (Rebuilt Option 1)	\$ 48,000.00	\$ 61,500.00	20-24
Techline (Rebuilt Option 2)	\$ 94,167.00	\$ 101,972.00	4
Howard Industries via Techline (New builds)	\$ 51,000.00	\$ 63,000.00	60
TRANSFORMER ORDER			
Distributor	UNIT DESCRIPTION	BID COST	
KBS Electrical Distributors, Inc. *	1000 kVA 277/480 Unit	\$ 55,000.00	
KBS Electrical Distributors, Inc. *	1500 kVA 277/480 Unit	\$ 80,000.00	
KBS TOTAL PO 23202071		\$ 135,000.00	
Techline (Rebuilt Option 1)	1000 kVA 277/480 Unit	\$ 48,000.00	
Techline (Rebuilt Option 1)	1500 kVA 277/480 Unit	\$ 61,500.00	
TECHLINE INC. TOTAL PO 23202072		\$ 109,500.00	
*NOTE: Immediate delivery	Grand Total	\$ 244,500.00	

March 23, 2023

Item No. 7.7.

Water Meter Reading Services - Alexander's Contract Services

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a one-year contract renewal with Alexander's Contract Services, Inc. for water meter reading services not-to-exceed \$335,000.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends City Council approve the contract renewal for Alexander's Contract Services, Inc. for Water Meter Reading Services, for an amount not to exceed \$335,000.

Summary: City Council approved the initial contract for meter reading services on March 25, 2021, as a result of RFP#21-010.

This is the second contract renewal of three possible one-year renewals.

Alexander's Contract Services, Inc. has provided meter reading services to municipalities, water districts and other utility companies since 1968. The City of College Station has utilized Alexander's services since 2016, for daily meter reading services and "Connect and Disconnect Work Orders" during heavy move in and move out periods revolving around the college semesters.

This contract renewal encompasses an increase in meter reading services of eight cents (\$0.08) per meter (10.04% increase). In addition, an additional one-year renewal has been added to the contract, for a total of three possible one-year renewals, due to the implementation of new software for Utility Customer Services, during the Fall of 2023. This item amends the original contract to reflect the revised meter reading rate and the additional one-year renewal term option.

Budget & Financial Summary: Funds are budgeted and available in the Utility Customer Service budget.

Attachments:

1. 2100361R2 Alexander LTR 022423 CRC



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: ^{21300361R2} PROJECT#: _____ BID/RFP/RFQ#: 21-010

Project Name / Contract Description: Meter Reading of Electric and Water Meters

Name of Contractor:

Alexander's Contract Services, Inc

CONTRACT TOTAL VALUE:

\$ 335,000.00

Grant Funded ☐ Yes ☒ No

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

☒ NEW CONTRACT ☒ RENEWAL # 1 ☐ CHANGE ORDER # _____ ☐ OTHER _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Renewal #2 of two possible one-year renewals.

Funds are budgeted and available in the Utility Customer Service Budget

CRC Approval Date*: 02/24/23 (If required)* Council Approval Date*: 3/23/23 Agenda Item No*: _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ Performance Bond: NA Payment Bond: NA Info Tech: _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

NA

MAYOR (if applicable)

DATE

NA

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____



February 24, 2023

ATTN: Mr. Chris Molina
Alexander's Contract Services
8655 Morro Rd., Ste. #C
Atascadero, CA 93422

RE: Contract No. 21300361 ("Contract"), Renewal No. 2 and Letter Amendment No. 2

Dear Mr. Molina;

The City of College Station ("City") and Alexander's Contract Services agree to make certain changes to the above-referenced Contract and renew the Contract for a new term beginning March 25, 2023, through March 24, 2024.

As previously discussed, the City's Utility Customer Service will be implementing new billing and management software in the Fall of 2023 and the City desires to continue this Contract for another year, providing a continuation of services with Alexander's Contract Services, ensuring that the Meter Reading process continues without disruption, and add the addition of one possible renewal for FY 2024-2025.

Both parties have negotiated and agree that due to the new software implementation for Utility Customer Service and possible unforeseen challenges with software implementation, that it is in the best interest of the parties that this contract renewal number two (2) include a ten (10%) percent price increase, and that one additional one (1) year renewal term option be added to the contract, should the City desire an additional one (1) year term for FY 2024-2025.

The parties agree to renew the Contract for Water Meter Reading Services by amending the following sections of the Contract as follows:

A. Section 1.01 of the Contract is amended in its entirety to read as follows:

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's Completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed Three Hundred Thirty-Five Thousand and No/100 Dollars (\$335,000).

1.04 Term. The initial term of the Contract is for one (1) year with the option to renewal for three additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.



B. Exhibit B, Payment Schedule. The Schedule of Payment is amended to read in its entirety as follows:

Meter Reading Services (Water).....\$0.91 per unit
Additional “Peak Time” Meter Reading Services... \$1.22 per unit

Revised Exhibit B

Both parties agree that all other terms and conditions as set forth in the Contract remain unchanged.

By signature below, both parties indicate their written mutual acceptance of this amendment in accordance with the terms of the Contract.

Sincerely,

Robyn Forsyth
Buyer for City of College Station
979-764-3437

**ALEXANDER’S CONTRACT
SERVICES**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

Attachment:

- Exhibit B – Payment Schedule (Revised Renewal #2)

Fiscal Services

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842

TEL. 979.764.3555 • FAX. 979.764.3899

cstx.gov

EXHIBIT B PAYMENT SCHEDULE

The Contractor must submit monthly invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Invoice amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

Standard Services

Meter Reading Services (Electric & Water)	\$0.91 per unit
Additional "Peak Time" Meter Reading Services	\$1.22 per unit

- ☐ ACS offers a Net 10/ 1 1/2 % (one- and one-half percent) discount of invoice payments.
- ☐ Pricing will remain in effect for one year. Years 3 and 4 will not increase in an amount greater than 2% each year annually. All above pricing are inclusive of hourly pricing and out-of-pocket expenses.
- ☐ Unit pricing is based upon reading water and electric at the same premise, single meter water and electric accounts, apartment metered accounts, TOU, Demand, touch read, and radio as specified in the RFP.
- ☐ Pricing reflects use of Alexander's own hardware and software solution to read the City of College Station water and electric meters and creates a compatible interface file to the City of College Station back-end billing system.
- ☐ Pricing includes a meter reading accuracy error rate equal to or less than 99% of reads taken.
- ☐ Pricing includes the photo verification of double high and negative reads at the time the read is "out of range".
- ☐ Costs include providing City of College Station access to the Cloud SST web-based meter reading product.

Contract No. 21300361R2
General Service Contract
CRC 02-24-2023



^ALEXCO-02

HBROCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0305584 Morris & Garritano Insurance Agency, Inc. PO Drawer 1189 San Luis Obispo, CA 93406	CONTACT NAME: PHONE (A/C, No, Ext): (805) 543-6887 FAX (A/C, No): (805) 543-3064 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Company of America INSURER B : Beazley Insurance Company, Inc. INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Alexander's Contract Services, Inc. 8655 Morro Rd. Ste C Atascadero, CA 93422	NAIC # 25674 37540

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		630-2W699479	1/17/2023	1/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		810-2W670474	1/17/2023	1/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Dedt \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB2W702347	1/17/2023	1/17/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> Cyber Liability			WG00005810AB	8/27/2022	8/27/2023	Each Clm/ Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract #21300361.

See forms attached as triggered by written contract:

GL: AI - CG D4 17 0219, PNC - CG T1 00 0219;


AL: AI/PNC - CAT474 0216, CA0001 1013;

WC: WOS - WC0003 1300.

WC - All States except those Named in Item 3A and the States of ND, OH,WA, and WY"

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Risk Manager 1101 Texas Avenue College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

- 3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: UB-2W702347-23-I3-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

POLICY NUMBER: UB-2W702347-23-I3-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

1. ☐ Specific Waiver

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: \$ **SEE SCHEDULE**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 01-26-23

ST ASSIGN:

Page 1 of 1

March 23, 2023
Item No. 7.8.
Clothing Annual Price Agreements

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding annual clothing price agreements with C.C. Creations for \$126,000 and M&M Apparel for \$54,000; totaling an estimated annual not-to-exceed amount of \$180,000.

Relationship to Strategic Goals:

Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends approval of the clothing price agreements with C.C. Creations and M&M Apparel.

Summary: In January 2023, Purchasing Staff formally solicited sealed proposals to establish City-wide annual price agreements for the purchase of t-shirts, polos, caps, and miscellaneous clothing items. Two (2) responses were received, evaluated, and scored by a committee made up of representatives from various City departments. Upon final evaluation and scoring, it was determined that C.C. Creations and M&M Apparel both submitted the highest-ranking proposals offering the best value. Both have local storefronts and a positive history of providing goods and services to the City.

The awarded price agreements shall be effective for a term of one (1) year with firm fixed unit prices and discounts. Upon completion of the initial term and mutual agreement of all parties, the price agreements may be renewed for up to two (2) additional one (1) year terms. Recommended award amounts are based on historical expenditures and projected departmental needs related to the items and services that will be covered by the agreements.

Budget & Financial Summary: Funds are available and budgeted within each department's operational funds.

Attachments:

1. RFP#23-019 APA Shirts, TShirts Hats Misc Award

AWARD FOR RFP#23-019									
EXHIBIT C									
				CC Creations					M&M Apparel Inc
TOPS									
Item 1: Adult NBA Logo Reversible Game Jersey. Double Ply, Extreme Tear Drop Fully Reversible Jersey-Soft Cool Hand, Lightweight Basketball Mock									
Estimated Annual Quantity: 900	Vendor					Vendor			
Example Brand: Alleson Athletic - A105LA	CC Creations					M&M Apparel Inc.			
Material: 100% Extreme Tear Drop Cationic Colorfast Polyester With Moisture Management Fibers				Computed w/ Qty's of					Computed w/ Qty's of
Weight: Not listed	Material & Weight:			25		Material & Weight:			25
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL WhiteTTL Dark
Special Order; As required (1-11 each)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 500.00	\$ 500.00	\$ 25.98	\$ 25.98	\$ 25.98	\$ 649.50\$ 649.50
Specify Standard Order Quantity: 12-__72__ each	\$ 19.00	\$ 19.00	\$ 19.00	\$ 475.00	\$ 475.00	\$ 22.98	\$ 22.98	\$ 22.98	\$ 574.50\$ 574.50
Specify Large Order Quantity: Over __72__ each	\$ 18.50	\$ 18.50	\$ 18.50	\$ 462.50	\$ 462.50	\$ 16.82	\$ 16.82	\$ 16.82	\$ 420.50\$ 420.50
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 512.50	\$ 512.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 458.00\$ 458.00
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 562.50	\$ 562.50	\$ 3.00	\$ 3.00	\$ 3.00	\$ 495.50\$ 495.50
Item 2: Youth Logo's Reversible NBA Jersey. Double Ply, Extreme Tear Drop Full Reversible Jersey- Soft, Cool Hand, Lightweight Basketball Mock Mesh.									
Estimated Annual Quantity: 900	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:			
Example Brand: Alleson Athletic - A105LY	Manufacturer:					Manufacturer:			
Material: 100% Extreme Tear Drop Cationic Colorfast Polyester With Moisture Management Fibers	Product/Style N.:			Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of
Weight: Not listed	Material & Weight:			25		Material & Weight:			25
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL WhiteTTL Dark
Special Order; As required (1-11 each)	\$ 19.00	\$ 19.00	\$ 19.00	\$ 475.00	\$ 475.00	\$ 25.98	\$ 25.98	\$ 25.98	\$ 649.50\$ 649.50
Specify Standard Order Quantity: 12-__72__ each	\$ 17.50	\$ 17.50	\$ 17.50	\$ 437.50	\$ 437.50	\$ 22.98	\$ 22.98	\$ 22.98	\$ 574.50\$ 574.50
Specify Large Order Quantity: Over _72__ each	\$ 17.00	\$ 17.00	\$ 17.00	\$ 425.00	\$ 425.00	\$ 16.82	\$ 16.82	\$ 16.82	\$ 420.50\$ 420.50
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 50.00	\$ 50.00				
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 100.00	\$ 100.00	\$	\$	\$	
Item 3: Adult B-Core Short-Sleeve Performance Tee									
Estimated Annual Quantity: 70	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:			
Example Brand: Badger 4120 - B-Core Tee	Manufacturer:					Manufacturer:			
Item 3 cont'd									
Material: 100% Polyester moisture management & antimicrobial performance fabric	Product/Style N.:			Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations					M&M Apparel Inc			
Weight: 3.5 oz		Material & Weight:		25			Material & Weight:			25		
Item 3 cont'd PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 9.00	\$ 9.00	\$ 9.00	\$ 225.00		\$ 225.00	\$ 9.90	\$ 9.90	\$ 9.90	\$ 247.50	\$ 247.50
Specify Standard Order Quantity: 12-__72__ each		\$ 7.00	\$ 7.00	\$ 7.00	\$ 175.00		\$ 175.00	\$ 7.90	\$ 7.90	\$ 7.90	\$ 175.00	\$ 175.00
Specify Large Order Quantity: Over __72__ each		\$ 6.65	\$ 6.65	\$ 6.65	\$ 166.25		\$ 166.25	\$ 6.42	\$ 6.42	\$ 6.42	\$ 166.25	\$ 166.25
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 216.25		\$ 216.25	\$ 1.00	\$ 1.00	\$ 1.00	\$ 185.50	\$ 185.50
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 266.25		\$ 266.25	\$ 2.00	\$ 2.00	\$ 2.00	\$ 210.50	\$ 210.50
Item 4: Men's Relaxed Fit, Midweight Cotton/Poly Blend T-Shirt That Fights Sweat												
Estimated Annual Quantity: 55		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Carhartt Force® Cotton Delmont Short-Sleeve T-Shirt 100410		Manufacturer:					Manufacturer:					
Material: Cotton/poly blend. Fast Dry® technology wicks away sweat.		Product/Style N.:				Product/Style N.:						
Weight: 5.75 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of			
Item 4 cont'd.					25					25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 28.00	\$ 28.00	\$ 28.00	\$ 700.00	\$ 700.00	\$ 28.60	\$ 28.60	\$ 28.60	\$ 715.00	\$ 715.00	
Specify Standard Order Quantity: 12-__72__ each		\$ 27.00	\$ 27.00	\$ 27.00	\$ 675.00	\$ 675.00	\$ 26.60	\$ 26.60	\$ 26.60	\$ 665.00	\$ 665.00	
Specify Large Order Quantity: Over __72__ each		\$ 26.00	\$ 26.00	\$ 26.00	\$ 650.00	\$ 650.00	\$ 18.59	\$ 18.59	\$ 18.59	\$ 464.75	\$ 464.75	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 700.00	\$ 700.00	\$ 3.25	\$ 3.25	\$ 3.25	\$ 546.00	\$ 546.00	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 750.00	\$ 700.00	\$	\$	\$			
Item 5: Adult Short-Sleeve Tee, Soft washed garment dyed fabric												
Estimated Annual Quantity: 1550		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:						
Example Brand: Comfort Colors 1717		Men's T- Shirts and Women's V neck T- shirts				Manufacturer:						
Material: 100% ring spun cotton (Comfort Cotton)		Manufacturer: Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of			
Weight: 6.1 oz		Material & Weight:		25		Material & Weight:			25			
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 10.50	\$ 10.50	\$ 10.50	\$ 262.50	\$ 262.50	\$ 12.38	\$ 12.38	\$ 12.38	\$ 309.50	\$ 309.50	
Specify Standard Order Quantity: 12-__72__ each		\$ 8.50	\$ 8.50	\$ 8.50	\$ 212.50	\$ 212.50	\$ 10.38	\$ 10.38	\$ 10.38	\$ 259.50	\$ 259.50	
Specify Large Order Quantity: Over __72__ each		\$ 8.15	\$ 8.15	\$ 8.15	\$ 203.75	\$ 203.75	\$ 7.40	\$ 7.40	\$ 7.40	\$ 185.00	\$ 185.00	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 253.75	\$ 253.75	\$ 2.00	\$ 2.00	\$ 2.00	\$ 235.00	\$ 235.00	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 303.75	\$ 303.75	\$ 3.00	\$ 3.00	\$ 3.00	\$ 260.00	\$ 260.00	

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations					M&M Apparel Inc			
Item 6: Adult 100% Cotton Short-Sleeve Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Port & Company® - Essential Tee. PC61		Manufacturer:					Manufacturer:					
Material: 100% soft spun cotton		Product/Style N.:					Product/Style N.:					
Weight: 6.1 oz		Material & Weight:		Computed w/ Qty's of			Material & Weight:			Computed w/ Qty's of		
				25						25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 7.00	\$ 7.00	\$ 7.00	\$ 175.00		\$ 175.00	\$ 10.57	\$ 10.57	\$ 10.57	\$ 264.25	\$ 264.25
Specify Standard Order Quantity: 12-__72__ each		\$ 5.00	\$ 5.00	\$ 5.00	\$ 125.00		\$ 125.00	\$ 8.57	\$ 8.57	\$ 8.57	\$ 214.25	\$ 214.25
Specify Large Order Quantity: Over __72__ each		\$ 4.75	\$ 4.75	\$ 4.75	\$ 118.75		\$ 118.75	\$ 4.46	\$ 4.46	\$ 4.46	\$ 111.50	\$ 111.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 168.75	\$ 168.75	\$ 1.50	\$ 1.50	\$ 1.50	\$ 149.00	\$ 149.00	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 218.75	\$ 218.75	\$ 2.00	\$ 2.00	\$ 2.00	\$ 161.50	\$ 161.50	
Item 7: Adult 50/50 Short-Sleeve Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Port & Company® - Core Blend Tee. PC55		Manufacturer:					Manufacturer:					
Material: 50/50 cotton/poly		Product/Style N.:					Product/Style N.:					
Weight: 5.5 oz		Material & Weight:		Computed w/ Qty's of			Material & Weight:			Computed w/ Qty's of		
Item 7 (cont'd)					25					25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.50	\$ 6.50	\$ 6.50	\$ 162.50		\$ 162.50	\$ 12.45	\$ 12.45	\$ 12.45	\$ 311.25	\$ 311.25
Specify Standard Order Quantity: 12-__72__ each		\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50		\$ 112.50	\$ 10.45	\$ 10.45	\$ 10.45	\$ 261.25	\$ 261.25
Specify Large Order Quantity: Over __72__ each		\$ 4.25	\$ 4.25	\$ 4.25	\$ 106.25		\$ 106.25	\$ 3.82	\$ 3.82	\$ 3.82	\$ 95.50	\$ 95.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 156.25	\$ 156.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 133.00	\$ 133.00	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 206.25	\$ 206.25	\$ 2.00	\$ 2.00	\$ 2.00	\$ 145.50	\$ 145.50	
Item 8: Adult Polyester Short-Sleeve Performance Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Port & Company® Performance Tee. PC380		Manufacturer:					Manufacturer:					
Material: 100% polyester		Product/Style N.:					Product/Style N.:					
Weight: 3.8 oz		Material & Weight:		Computed w/ Qty's of			Material & Weight:			Computed w/ Qty's of		
				25					25			

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations						M&M Apparel Inc	
Item 8 cont'd	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.35	\$ 6.35	\$ 6.35	\$ 158.75	\$ 158.75		\$ 18.00	\$ 18.00	\$ 18.00	\$ 450.00	\$ 450.00
Specify Standard Order Quantity: 12-__72__ each		\$ 4.35	\$ 4.35	\$ 4.35	\$ 108.75	\$ 108.75		\$ 16.00	\$ 16.00	\$ 16.00	\$ 400.00	\$ 400.00
Specify Large Order Quantity: Over __72__ each		\$ 4.10	\$ 4.10	\$ 4.10	\$ 102.50	\$ 102.50		\$ 10.39	\$ 10.39	\$ 10.39	\$ 259.75	\$ 259.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 152.50	\$ 152.50		\$ 1.50	\$ 1.50	\$ 1.50	\$ 297.25	\$ 297.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 202.50	\$ 202.50		\$ 3.00	\$ 3.00	\$ 3.00	\$ 334.75	\$ 334.75
Item 9: Adult Blended Short-Sleeve Performance Tee												
Estimated Annual Quantity: 2,500	Item Bid If Different from Example Brand:							Item Bid If Different from Example Brand:				
Example Brand: Port & Company® Performance Blend Tee. PC381	Manufacturer:							Manufacturer:				
Material: 65/35 poly/cotton	Product/Style N.:				Computed w/ Qty's of			Product/Style N.:			Computed w/ Qty's of	
Weight: 4.5 oz	Material & Weight:				25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 175.00	\$ 175.00		\$ 10.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00	
Specify Standard Order Quantity: 12-__72__ each	\$ 5.00	\$ 5.00	\$ 5.00	\$ 125.00	\$ 125.00		\$ 8.00	\$ 8.00	\$ 8.00	\$ 200.00	\$ 200.00	
Specify Large Order Quantity: Over __72__ each	\$ 4.75	\$ 4.75	\$ 4.75	\$ 118.75	\$ 118.75		\$ 4.42	\$ 4.42	\$ 4.42	\$ 110.50	\$ 110.50	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 168.75	\$ 168.75		\$ 1.50	\$ 1.50	\$ 1.50	\$ 148.00	\$ 148.00	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 218.75	\$ 218.75		\$ 2.00	\$ 2.00	\$ 2.00	\$ 160.50	\$ 160.50	
Item 10: Women's Tri-Blend V-Neck Tee												
Estimated Annual Quantity: 25	Item Bid If Different from Example Brand: LPC330V						Item Bid If Different from Example Brand:					
Example Brand: District Tri-Blend V-Neck Tee DT242V	Manufacturer: Port & Company						Manufacturer:					
Material: 50/38/12 poly/ring spun cotton/rayon	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: Not listed	Material & Weight:						Material & Weight:			25		
				25					25			
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	6.35	6.35	6.35	\$ 158.75	\$ 158.75		\$ 10.50	\$ 10.50	\$ 10.50	\$ 262.50	\$ 262.50	
Specify Standard Order Quantity: 12-__72__ each	4.35	4.35	4.35	\$ 108.75	\$ 108.75		\$ 8.50	\$ 8.50	\$ 8.50	\$ 212.50	\$ 212.50	
Specify Large Order Quantity: Over __72__ each	4.1	4.1	4.1	\$ 102.50	\$ 102.50		\$ 6.49	\$ 6.49	\$ 6.49	\$ 162.25	\$ 162.25	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 152.50	\$ 152.50		\$ 1.50	\$ 1.50	\$ 1.50	\$ 199.75	\$ 199.75	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 202.50	\$ 202.50		\$ 3.00	\$ 3.00	\$ 3.00	\$ 237.25	\$ 237.25	

AWARD FOR RFP#23-019											
EXHIBIT C											
				CC Creations					M&M Apparel Inc		
Item 11: Adult 100% Cotton Short-Sleeve T-Shirt											
Estimated Annual Quantity: 2,225		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: 2000 Gildan® Ultra Cotton® Adult T-Shirt		Manufacturer:				Manufacturer:					
Material: 100% Cotton		Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 6 oz		Material & Weight:		25		Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.70	\$ 6.70	\$ 6.70	\$ 167.50	\$ 167.50	\$ 8.52	\$ 9.02	\$ 9.02	\$ 213.00	\$ 225.50
Specify Standard Order Quantity: 12- 72 each		\$ 4.70	\$ 4.70	\$ 4.70	\$ 117.50	\$ 117.50	\$ 6.52	\$ 7.02	\$ 7.02	\$ 163.00	\$ 175.50
Specify Large Order Quantity: Over 72 each		\$ 4.45	\$ 4.45	\$ 4.45	\$ 111.25	\$ 111.25	\$ 3.26	\$ 3.71	\$ 3.71	\$ 81.50	\$ 92.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 161.25	\$ 161.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 119.00	\$ 130.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 211.25	\$ 211.25	\$ 2.00	\$ 2.00	\$ 2.00	\$ 131.50	\$ 142.75
Item 12: Adult Dry Blend Short-Sleeve T-Shirt											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: 8000 Gildan® Dry Blend® Adult T-Shirt		Manufacturer:				Manufacturer:					
Material: 50% Cotton / 50% Polyester		Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 5.5 oz		Material & Weight:		25		Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.70	\$ 6.70	\$ 6.70	\$ 167.50	\$ 167.50	\$ 8.25	\$ 8.52	\$ 8.52	\$ 206.25	\$ 213.00
Specify Standard Order Quantity: 12- 72 each		\$ 4.70	\$ 4.70	\$ 4.70	\$ 117.50	\$ 117.50	\$ 6.25	\$ 6.52	\$ 6.52	\$ 156.25	\$ 163.00
Specify Large Order Quantity: Over 72 each		\$ 4.45	\$ 4.45	\$ 4.45	\$ 111.25	\$ 111.25	\$ 3.26	\$ 3.71	\$ 3.71	\$ 81.50	\$ 92.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 161.25	\$ 161.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 119.00	\$ 130.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 211.25	\$ 211.25	\$ 2.00	\$ 2.00	\$ 2.00	\$ 131.50	\$ 142.75
Item 13: Adult Soft style Adult T-Shirt											
Estimated Annual Quantity: 4,560		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: 64000 Gildan Soft style® Adult T-Shirt		Manufacturer:				Manufacturer:					
Material: 100% Ring Spun Cotton		Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 4.5 oz		Material & Weight:		25		Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.75	\$ 6.75	\$ 6.75	\$ 168.75	\$ 168.75	\$ 8.50	\$ 9.60	\$ 9.60	\$ 212.50	\$ 240.00
Specify Standard Order Quantity: 12- 72 each		\$ 4.75	\$ 4.75	\$ 4.75	\$ 118.75	\$ 118.75	\$ 6.50	\$ 7.60	\$ 7.60	\$ 162.50	\$ 190.00
Specify Large Order Quantity: Over 72 each		\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50	\$ 112.50	\$ 3.61	\$ 4.16	\$ 4.16	\$ 90.25	\$ 104.00
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 162.50	\$ 162.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 127.75	\$ 141.50
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 212.50	\$ 212.50	\$ 2.00	\$ 2.00	\$ 2.00	\$ 140.25	\$ 154.00

AWARD FOR RFP#23-019											
EXHIBIT C											
					CC Creations					M&M Apparel Inc	
Item 14: Adult 50/50 Dri-Power T-Shirt											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: JERZEES® - Dri-Power® Active 50/50 Cotton/Poly T-Shirt. 29M.		Manufacturer:					Manufacturer:				
Material: 50/50 cotton/poly		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 5.6 oz		Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.25	\$ 6.25	\$ 6.25	\$ 156.25	\$ 156.25	\$ 7.53	\$ 7.86	\$ 7.86	\$ 188.25	\$ 196.50
Specify Standard Order Quantity: 12- 72 each		\$ 4.25	\$ 4.25	\$ 4.25	\$ 106.25	\$ 106.25	\$ 6.53	\$ 6.86	\$ 6.86	\$ 163.25	\$ 171.50
Specify Large Order Quantity: Over 72 each		\$ 4.00	\$ 4.00	\$ 4.00	\$ 100.00	\$ 100.00	\$ 3.26	\$ 3.59	\$ 3.59	\$ 81.50	\$ 89.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 150.00	\$ 150.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 119.00	\$ 127.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 200.00	\$ 200.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 156.50	\$ 164.75
Item 15: Adult Short-Sleeve Raglan T-Shirt											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Dry Zone® Short Sleeve Raglan T-Shirt. T473		Manufacturer:					Manufacturer:				
Material: 100% polyester mini pique		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 4 oz		Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 12.00	\$ 12.00	\$ 12.00	\$ 300.00	\$ 300.00	\$ 14.26	\$ 14.26	\$ 14.26	\$ 356.50	\$ 356.50
Specify Standard Order Quantity: 12- 72 each		\$ 10.25	\$ 10.25	\$ 10.25	\$ 256.25	\$ 256.25	\$ 12.26	\$ 12.26	\$ 12.26	\$ 306.50	\$ 306.50
Specify Large Order Quantity: Over 72 each		\$ 9.75	\$ 9.75	\$ 9.75	\$ 243.75	\$ 243.75	\$ 11.26	\$ 11.26	\$ 11.26	\$ 281.50	\$ 281.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 293.75	\$ 293.75	\$ 1.50	\$ 1.50	\$ 1.50	\$ 319.00	\$ 319.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 343.75	\$ 343.75	\$ 3.00	\$ 3.00	\$ 3.00	\$ 356.50	\$ 356.50
Item 16: Adult Color block Raglan Jersey											
Estimated Annual Quantity: 1,000		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Color block Raglan Jersey. T200		Manufacturer:					Manufacturer:				
Material: 100% ring spun combed cotton		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 5.2 oz		Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM 39		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 10.30	\$ 10.30	\$ 10.30	\$ 257.50	\$ 257.50	\$ 11.98	\$ 11.98	\$ 11.98	\$ 299.50	\$ 299.50
Specify Standard Order Quantity: 12- 72 each		\$ 8.55	\$ 8.55	\$ 8.55	\$ 213.75	\$ 213.75	\$ 9.98	\$ 9.98	\$ 9.98	\$ 249.50	\$ 249.50
Specify Large Order Quantity: Over 72 each		\$ 8.20	\$ 8.20	\$ 8.20	\$ 205.00	\$ 205.00	\$ 7.79	\$ 7.79	\$ 7.79	\$ 194.75	\$ 194.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 255.00	\$ 255.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 232.25	\$ 232.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 305.00	\$ 305.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 269.75	\$ 269.75

AWARD FOR RFP#23-019											
EXHIBIT C											
				CC Creations					M&M Apparel Inc		
Item 17: Adult Short-Sleeve Camo Polyester Tee											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® CamoHex Tee. ST370		Manufacturer:				Manufacturer:					
Material: 100% polyester interlock		Product/Style N.:				Product/Style N.:					
Weight: 4 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of		
				25					25		
PRICE PER ITEM		White		Light Colors		Dark Colors		TTL White		TTL Dark	
Special Order; As required (1-11 each)		\$ 11.55		\$ 11.55		\$ 11.55		\$ 288.75		\$ 288.75	
Specify Standard Order Quantity: 12- 72 each		\$ 9.80		\$ 9.80		\$ 9.80		\$ 245.00		\$ 245.00	
Specify Large Order Quantity: Over 72 each		\$ 9.30		\$ 9.30		\$ 9.30		\$ 232.50		\$ 232.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00		2.00/3.00		2.00/3.00		\$ 282.50		\$ 282.50	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00		4.00/5.00/6.00		4.00/5.00/6.00		\$ 332.50		\$ 332.50	
Item 18: Adult Short-Sleeve Racer Mesh Tee											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Posi Charge® Racer Mesh® Tee. ST340		Manufacturer:				Manufacturer:					
Material: 100% polyester flat back mesh with Posi Charge technology		Product/Style N.:				Product/Style N.:					
Weight: 3.8 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of		
				25					25		
PRICE PER ITEM		White		Light Colors		Dark Colors		TTL White		TTL Dark	
Special Order; As required (1-11 each)		\$ 8.95		\$ 8.95		\$ 8.95		\$ 223.75		\$ 223.75	
Specify Standard Order Quantity: 12- 72 each		\$ 6.95		\$ 6.95		\$ 6.95		\$ 173.75		\$ 173.75	
Specify Large Order Quantity: Over 72 each		\$ 6.70		\$ 6.70		\$ 6.70		\$ 167.50		\$ 167.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00		2.00/3.00		2.00/3.00		\$ 217.50		\$ 217.50	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00		4.00/5.00/6.00		4.00/5.00/6.00		\$ 267.50		\$ 267.50	
Item 19: Adult Short-Sleeve Posi Charge Tee											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Posi Charge® Competitor™ Tee. ST350		Manufacturer:				Manufacturer:					
Material: 100% polyester interlock with Posi Charge technology		Product/Style N.:				Product/Style N.:					
Weight: 3.8 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of		
				25					25		
PRICE PER ITEM		White		Light Colors		Dark Colors		TTL White		TTL Dark	
Special Order; As required (1-11 each)		\$ 7.85		\$ 7.85		\$ 7.85		\$ 196.25		\$ 196.25	
Specify Standard Order Quantity: 12- 72 each		\$ 5.85		\$ 5.85		\$ 5.85		\$ 146.25		\$ 146.25	
Specify Large Order Quantity: Over 72 each		\$ 5.50		\$ 5.50		\$ 5.50		\$ 137.50		\$ 137.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00		2.00/3.00		2.00/3.00		\$ 187.50		\$ 187.50	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00		4.00/5.00/6.00		4.00/5.00/6.00		\$ 237.50		\$ 237.50	

AWARD FOR RFP#23-019										
EXHIBIT C										
				CC Creations					M&M Apparel Inc	
Item 20: Adult Vintage Baseball Jersey										
Estimated Annual Quantity: 50	Item Bid If Different from Example Brand: See item T200 for close replacement					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Posi Charge® Baseball Jersey. ST205 - discontinued	Manufacturer:					Manufacturer:				
Material: 100% polyester pique with Posi Charge technology	Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 4.4 oz	Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)	\$	\$	\$	\$ -	\$ -	\$ 13.98	\$ 13.98	\$ 13.98	\$ 349.50	\$ 349.50
Specify Standard Order Quantity: 12- 72 each	\$	\$	\$	\$ -	\$ -	\$ 11.98	\$ 11.98	\$ 11.98	\$ 299.50	\$ 299.50
Specify Large Order Quantity: Over 72 each	\$	\$	\$	\$ -	\$ -	\$ 9.09	\$ 9.09	\$ 9.09	\$ 227.25	\$ 227.25
Sizes: 2XL-3XL (add to base cost)				\$ -	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 264.75	\$ 264.75
Sizes: 4XL-6XL (add to base cost)				\$ -	\$ -	\$ 3.00	\$ 3.00	\$ 3.00	\$ 302.25	\$ 302.25
Item 21: Men's Heathered Style Polyester Polo										
Estimated Annual Quantity: 120	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Heather Contender™ Polo. ST660	Manufacturer:					Manufacturer:				
Material: 100% polyester jersey	Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 3.8 oz	Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)	\$ 14.40	\$ 14.40	\$ 14.40	\$ 360.00	\$ 360.00	\$ 16.30	\$ 16.30	\$ 16.30	\$ 407.50	\$ 407.50
Specify Standard Order Quantity: 12- 72 each	\$ 12.90	\$ 12.90	\$ 12.90	\$ 322.50	\$ 322.50	\$ 12.30	\$ 12.30	\$ 12.30	\$ 307.50	\$ 307.50
Specify Large Order Quantity: Over 72 each	\$ 12.40	\$ 12.40	\$ 12.40	\$ 310.00	\$ 310.00	\$ 10.67	\$ 10.67	\$ 10.67	\$ 266.75	\$ 266.75
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 360.00	\$ 360.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 304.25	\$ 304.25
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 410.00	\$ 410.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 341.75	\$ 341.75
Item 22: Ladies Heathered Style Polyester Polo										
Estimated Annual Quantity: 50	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Ladies Heather Contender™ Polo. LST660	Manufacturer:					Manufacturer:				
Material: 100% polyester jersey	Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of		
Weight: 3.8 oz	Material & Weight:			25		Material & Weight:		25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)	\$ 13.15	\$ 13.15	\$ 13.15	\$ 328.75	\$ 328.75	\$ 16.30	\$ 16.30	\$ 16.30	\$ 407.50	\$ 407.50
Specify Standard Order Quantity: 12- 72 each	\$ 11.65	\$ 11.65	\$ 11.65	\$ 291.25	\$ 291.25	\$ 12.30	\$ 12.30	\$ 12.30	\$ 307.50	\$ 307.50
Specify Large Order Quantity: Over 72 each	\$ 11.15	\$ 11.15	\$ 11.15	\$ 278.75	\$ 278.75	\$ 10.67	\$ 10.67	\$ 10.67	\$ 266.75	\$ 266.75
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 328.75	\$ 328.75	\$ 1.50	\$ 1.50	\$ 1.50	\$ 304.25	\$ 304.25
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 378.75	\$ 378.75	\$ 3.00	\$ 3.00	\$ 3.00	\$ 341.75	\$ 341.75

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations					M&M Apparel Inc			
Item 23: Adult Short-Sleeve Performance Crew												
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Ultimate Performance Crew. ST700		Manufacturer:					Manufacturer:					
Material: 95/5 poly/spandex jersey		Product/Style N.:					Product/Style N.:		Computed w/ Qty's of			
Weight: 5 oz		Material & Weight:		25			Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 13.15	\$ 13.15	\$ 13.15	\$ 328.75	\$ 328.75		\$ 13.24	\$ 13.24	\$ 13.24	\$ 331.00	\$ 331.00	
Specify Standard Order Quantity: 12- 72 each	\$ 11.65	\$ 11.65	\$ 11.65	\$ 291.25	\$ 291.25		\$ 11.24	\$ 11.24	\$ 11.24	\$ 281.00	\$ 281.00	
Specify Large Order Quantity: Over 72 each	\$ 11.15	\$ 11.15	\$ 11.15	\$ 278.75	\$ 278.75		\$ 8.63	\$ 8.63	\$ 8.63	\$ 215.75	\$ 215.75	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 328.75	\$ 328.75		\$ 1.50	\$ 1.50	\$ 1.50	\$ 253.25	\$ 253.25	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 378.75	\$ 378.75		\$ 3.00	\$ 3.00	\$ 3.00	\$ 290.75	\$ 290.75	
Item 24: Adult Short-Sleeve Tricolor Shoulder Micro pique Sport-Wick Polo												
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Tricolor Shoulder Micro pique Sport-Wick® Polo. ST658		Manufacturer:					Manufacturer:					
Material: 100% polyester tricot		Product/Style N.:				Product/Style N.:						
Weight: 3.8 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of			
				25					25			
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark		
Special Order; As required (1-11 each)	\$ 20.00	\$ 20.00	\$ 20.00	\$ 500.00	\$ 500.00	\$ 25.25	\$ 25.25	\$ 25.25	\$ 631.25	\$ 631.25		
Specify Standard Order Quantity: 12- 72 each	\$ 19.00	\$ 19.00	\$ 19.00	\$ 475.00	\$ 475.00	\$ 21.25	\$ 21.25	\$ 21.25	\$ 531.25	\$ 531.25		
Specify Large Order Quantity: Over 72 each	\$ 18.50	\$ 18.50	\$ 18.50	\$ 462.50	\$ 462.50	\$ 17.24	\$ 17.24	\$ 17.24	\$ 431.00	\$ 431.00		
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 512.50	\$ 512.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 468.50	\$ 468.50		
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 562.50	\$ 562.50	\$ 3.00	\$ 3.00	\$ 3.00	\$ 506.00	\$ 506.00		
Item 25: Adult Short-Sleeve Side Blocked Micro pique Sport-Wick Polo												
Estimated Annual Quantity: 20		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:						
Example Brand: Sport-Tek® Side Blocked Micro pique Sport-Wick® Polo. ST655		Manufacturer:				Manufacturer:						
Material: 100% polyester tricot		Product/Style N.:				Product/Style N.:		Computed w/ Qty's of				
Weight: 3.8 oz		Material & Weight:		25		Material & Weight:			25			

AWARD FOR RFP#23-019													
EXHIBIT C													
					CC Creations					M&M Apparel Inc			
Item 25 cont'd	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 18.25	\$ 18.25	\$ 18.25	\$ 456.25	\$ 456.25		\$ 23.44	\$ 23.44	\$ 23.44	\$ 586.00	\$ 586.00	
Specify Standard Order Quantity: 12- 72 each		\$ 16.75	\$ 16.75	\$ 16.75	\$ 418.75	\$ 418.75		\$ 20.44	\$ 20.44	\$ 20.44	\$ 511.00	\$ 511.00	
Specify Large Order Quantity: Over 72 each		\$ 16.25	\$ 16.25	\$ 16.25	\$ 406.25	\$ 406.25		\$ 15.26	\$ 15.26	\$ 15.26	\$ 381.50	\$ 381.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 456.25	\$ 456.25		\$ 1.50	\$ 1.50	\$ 1.50	\$ 419.00	\$ 419.00	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 506.25	\$ 506.25		\$ 3.00	\$ 3.00	\$ 3.00	\$ 456.50	\$ 456.50	
Item 26: Ultra Cotton Adult Short-Sleeve T-Shirt with Pocket													
Estimated Annual Quantity: 3,000	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: Gildan, Style 2300	Manufacturer:						Manufacturer:						
Material: 100% Preshrunk Cotton	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of			
Weight: 6.1 oz	Material & Weight:				25		Material & Weight:			25			
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark		
Special Order; As required (1-11 each)	\$ 9.85	\$ 9.85	\$ 9.85	\$ 246.25	\$ 246.25		\$ 11.28	\$ 11.28	\$ 11.28	\$ 282.00	\$ 282.00		
Specify Standard Order Quantity: 12- 72 each	\$ 8.10	\$ 8.10	\$ 8.10	\$ 202.50	\$ 202.50		\$ 9.28	\$ 9.28	\$ 9.28	\$ 232.00	\$ 232.00		
Specify Large Order Quantity: Over 72 each	\$ 7.85	\$ 7.85	\$ 7.85	\$ 196.25	\$ 196.25		\$ 7.59	\$ 7.59	\$ 7.59	\$ 189.75	\$ 189.75		
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 246.25	\$ 246.25		\$ 1.50	\$ 1.50	\$ 1.50	\$ 227.25	\$ 227.25		
Sizes: 4XL-5XL	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 296.25	\$ 296.25		\$ 2.00	\$ 2.00	\$ 2.00	\$ 239.75	\$ 239.75		
Item 27: Adult T-Shirt, Short-Sleeve, Crew Neck													
Estimated Annual Quantity: 400	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: Hanes Beefy T 5180	Manufacturer:						Manufacturer:						
Material: 100% Preshrunk Cotton	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of			
Weight: 6.1 oz	Material & Weight:				25		Material & Weight:			25			
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark		
Special Order; As required (1-11 each)	\$ 8.25	\$ 8.25	\$ 8.25	\$ 206.25	\$ 206.25		\$ 11.67	\$ 11.67	\$ 11.67	\$ 291.75	\$ 291.75		
Specify Standard Order Quantity: 12- 72 each	\$ 6.25	\$ 6.25	\$ 6.25	\$ 156.25	\$ 156.25		\$ 9.67	\$ 9.67	\$ 9.67	\$ 241.75	\$ 241.75		
Specify Large Order Quantity: Over 72 each	\$ 6.00	\$ 6.00	\$ 6.00	\$ 150.00	\$ 150.00		\$ 5.09	\$ 5.09	\$ 5.09	\$ 127.25	\$ 127.25		
Sizes: 4XL-6XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 200.00	\$ 200.00		\$ 1.50	\$ 1.50	\$ 1.50	\$ 164.75	\$ 164.75		
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 250.00	\$ 250.00		\$ 2.00	\$ 2.00	\$ 2.00	\$ 177.25	\$ 177.25		

AWARD FOR RFP#23-019														
EXHIBIT C														
					CC Creations					M&M Apparel Inc				
Item 28: Men's Snag-Proof Pocket Polo														
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: Cornerstone® Select Snag-Proof Pocket Polo CS412P		Manufacturer:						Manufacturer:						
Material: Snag-proof polyester		Product/Style N.:			Computed w/ Qty's of			Product/Style N.:					Computed w/ Qty's of	
Weight: 6.6 oz		Material & Weight:			25			Material & Weight:					25	
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark		White			Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 23.50	\$ 23.50	\$ 23.50	\$ 587.50	\$ 587.50		\$ 28.54			\$ 28.54	\$ 28.54	\$ 713.50	\$ 713.50
Specify Standard Order Quantity: 12-__72__ each		\$ 22.50	\$ 22.50	\$ 22.50	\$ 562.50	\$ 562.50		\$ 22.83			\$ 22.83	\$ 22.83	\$ 570.75	\$ 570.75
Specify Large Order Quantity: Over __72__ each		\$ 21.50	\$ 21.50	\$ 21.50	\$ 537.50	\$ 537.50		\$ 21.83			\$ 21.83	\$ 21.83	\$ 545.75	\$ 545.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 587.50	\$ 587.50		\$ 1.50			\$ 1.50	\$ 1.50	\$ 583.25	\$ 583.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 637.50	\$ 637.50		\$ 3.00			\$ 3.00	\$ 3.00	\$ 620.75	\$ 620.75
Item 29: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction														
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: Carhartt K-84		Manufacturer:						Manufacturer:						
Material: 100% Cotton Jersey Knit		Product/Style N.:			Computed w/ Qty's of			Product/Style N.:					Computed w/ Qty's of	
Weight: 6.75 oz		Material & Weight:			25		Material & Weight:					25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White			Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 24.60	\$ 24.60	\$ 24.60	\$ 615.00	\$ 615.00	\$ 25.00			\$ 25.00	\$ 25.00	\$ 625.00	\$ 625.00	
Specify Standard Order Quantity: 12-__72__ each		\$ 23.60	\$ 23.60	\$ 23.60	\$ 590.00	\$ 590.00	\$ 22.00			\$ 22.00	\$ 22.00	\$ 550.00	\$ 550.00	
Specify Large Order Quantity: Over __72__ each		\$ 23.10	\$ 23.10	\$ 23.10	\$ 577.50	\$ 577.50	\$ 16.90			\$ 16.90	\$ 16.90	\$ 422.50	\$ 422.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 627.50	\$ 627.50	\$ 3.25			\$ 3.25	\$ 3.25	\$ 503.75	\$ 503.75	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 677.50	\$ 677.50	\$							
Item 30: Short-Sleeve Workwear Henley Midweight, Left Chest Pocket, Side Seam Construction														
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:							
Example Brand: Carhartt K-87		Manufacturer:					Manufacturer:							
Material: 100% Cotton Jersey Kit		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:					Computed w/ Qty's of		
Weight: 6.75 oz		Material & Weight:			25		Material & Weight:					25		

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations						M&M Apparel Inc		
Item 30 (cont'd)	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 21.30	\$ 21.30	\$ 21.30	\$ 532.50	\$ 532.50		\$ 22.00	\$ 22.00	\$ 22.00	\$ 550.00	\$ 550.00
Specify Standard Order Quantity: 12-__72__ each		\$ 19.80	\$ 19.80	\$ 19.80	\$ 495.00	\$ 495.00		\$ 19.10	\$ 19.10	\$ 19.10	\$ 477.50	\$ 477.50
Specify Large Order Quantity: Over __72__ each		\$ 19.30	\$ 19.30	\$ 19.30	\$ 482.50	\$ 482.50		\$ 14.35	\$ 14.35	\$ 14.35	\$ 358.75	\$ 358.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 532.50	\$ 532.50		\$ 3.25	\$ 3.25	\$ 3.25	\$ 440.00	\$ 440.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 582.50	\$ 582.50		\$	\$	\$		
Item 31: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuffs, 2 Button Plackets,												
Estimated Annual Quantity: 1000	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:						
Example Brand: Jerseys 437	Manufacturer:											
Material: 50% Cotton, 50% Polyester	Product/Style N.:											
Weight: 5.6 oz	Material & Weight:			Computed w/ Qty's of		Material & Weight:						
				25		25						
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark		
Special Order; As required (1-11 each)	\$ 11.10	\$ 11.10	\$ 11.10	\$ 277.50	\$ 277.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 312.50	\$ 312.50		
Specify Standard Order Quantity: 12-__72__ each	\$ 9.35	\$ 9.35	\$ 9.35	\$ 233.75	\$ 233.75	\$ 10.50	\$ 10.50	\$ 10.50	\$ 262.50	\$ 262.50		
Specify Large Order Quantity: Over __72__ each	\$ 9.00	\$ 9.00	\$ 9.00	\$ 225.00	\$ 225.00	\$ 7.91	\$ 7.91	\$ 7.91	\$ 197.75	\$ 197.75		
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 275.00	\$ 275.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 235.25	\$ 235.25		
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 325.00	\$ 325.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 272.75	\$ 272.75		
Item 32: Adult Polo, Short-Sleeve, Welt Knit Collar and Cuff, 2 Button Plackets, With Pocket												
Estimated Annual Quantity: 100	Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:						
Example Brand: Outer Banks 2101 Discontinued	Manufacturer:					Manufacturer:						
Material: 100% Cotton Pique	Product/Style N.:					Product/Style N.:						
Weight: 6.5 oz	Material & Weight:			25		Material & Weight:						
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark		
Special Order; As required (1-11 each)	\$	\$	\$	\$ -	\$ -	\$	\$	DISCONTINUED	\$ -	\$ -		
Specify Standard Order Quantity: 12-__72__ each	\$	\$	\$	\$ -	\$ -	\$	\$	\$	\$ -	\$ -		
Specify Large Order Quantity: Over __72__ each	\$	\$	\$	\$ -	\$ -	\$	\$	\$	\$ -	\$ -		
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ -	\$ -	\$	\$	\$	\$ -	\$ -		
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ -	\$ -	\$	\$	\$	\$ -	\$ -		

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations					M&M Apparel Inc			
Item 33: Short-Sleeve, Left Chest Pocket, Button Down Collar												
Estimated Annual Quantity: 125		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Van Heusen 13V0042		Manufacturer:					Manufacturer:					
Material: 60% Cotton, 40% Polyester		Product/Style N.:		Computed w/ Qty's of			Product/Style N.:			Computed w/ Qty's of		
Weight: 4.25 oz		Material & Weight:		25			Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 28.00	\$ 28.00	\$ 28.00	\$ 700.00		\$ 700.00	\$ 22.98	\$ 22.98	\$ 22.98	\$ 574.50	\$ 574.50
Specify Standard Order Quantity: 12-__72__ each		\$ 27.00	\$ 27.00	\$ 27.00	\$ 675.00		\$ 675.00	\$ 20.98	\$ 20.98	\$ 20.98	\$ 524.50	\$ 524.50
Specify Large Order Quantity: Over __72__ each		\$ 26.00	\$ 26.00	\$ 26.00	\$ 650.00		\$ 650.00	\$ 18.98	\$ 18.98	\$ 18.98	\$ 474.50	\$ 474.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 700.00		\$ 700.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 512.00	\$ 512.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 750.00	\$ 750.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 549.50	\$ 549.50	
Item 34: Adult Unisex Tri-Blend Three-Quarter Sleeve Raglan Tee												
Estimated Annual Quantity: 450		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Next Level Unisex Tri-Blend 3/4 Raglan 6051		Manufacturer:					Manufacturer:					
Material: 50/25/25 polyester/combed ringspun cotton/rayon		Product/Style N.:		Computed w/ Qty's of			Product/Style N.:			Computed w/ Qty's of		
Weight: 4.3 oz		Material & Weight:		25			Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 13.00	\$ 13.00	\$ 13.00	\$ 325.00		\$ 325.00	\$ 15.98	\$ 15.98	\$ 15.98	\$ 399.50	\$ 399.50
Specify Standard Order Quantity: 12-__72__ each		\$ 11.30	\$ 11.30	\$ 11.30	\$ 282.50		\$ 282.50	\$ 12.98	\$ 12.98	\$ 12.98	\$ 324.50	\$ 324.50
Specify Large Order Quantity: Over __72__ each		\$ 10.70	\$ 10.70	\$ 10.70	\$ 267.50		\$ 267.50	\$ 11.98	\$ 11.98	\$ 11.98	\$ 299.50	\$ 299.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 317.50		\$ 317.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 337.00	\$ 337.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 367.50	\$ 367.50	\$ 3.00	\$ 3.00	\$ 3.00	\$ 374.50	\$ 374.50	
Item 35: Adult Classic Mesh Reversible Tank												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Posi Charge® Classic Mesh Reversible Tank. ST500		Manufacturer:					Manufacturer:					
Material: 100% polyester mesh with Posi Charge technology		Product/Style N.:		Computed w/ Qty's of			Product/Style N.:			Computed w/ Qty's of		
Weight: 3.6 oz		Material & Weight:		25			Material & Weight:			25		

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations						M&M Apparel Inc		
Item 35 cont'd.	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 10.80	\$ 10.80	\$ 10.80	\$ 270.00	\$ 270.00		\$ 12.50	\$ 12.50	\$ 12.50	\$ 312.50	\$ 312.50
Specify Standard Order Quantity: 12-___72__ each		\$ 9.05	\$ 9.05	\$ 9.05	\$ 226.25	\$ 226.25		\$ 10.50	\$ 10.50	\$ 10.50	\$ 262.50	\$ 262.50
Specify Large Order Quantity: Over ___72___ each		\$ 8.55	\$ 8.55	\$ 8.55	\$ 213.75	\$ 213.75		\$ 7.97	\$ 7.97	\$ 7.97	\$ 199.25	\$ 199.25
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 263.75	\$ 263.75		\$ 1.50	\$ 1.50	\$ 1.50	\$ 236.75	\$ 236.75
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 313.75	\$ 313.75		\$ 3.00	\$ 3.00	\$ 3.00	\$ 274.25	\$ 274.25
Item 36: Adult Ultra Cotton Tank Top with banded neck and armholes												
Estimated Annual Quantity: 200	Item Bid If Different from Example Brand:											
Example Brand: 2200 Gildan® Ultra Cotton® Adult Tank Top	Manufacturer:											
Material: 100% Cotton	Product/Style N.:			Computed w/ Qty's of								
Weight: 6 oz	Material & Weight:			25								
PRICE PER ITEM 25		White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 7.85	\$ 7.85	\$ 7.85	\$ 196.25	\$ 196.25		\$ 9.30	\$ 10.24	\$ 10.24	\$ 232.50	\$ 256.00
Specify Standard Order Quantity: 12-___72__ each		\$ 5.85	\$ 5.85	\$ 5.85	\$ 146.25	\$ 146.25		\$ 7.30	\$ 8.24	\$ 8.24	\$ 182.50	\$ 206.00
Specify Large Order Quantity: Over ___72___ each		\$ 5.50	\$ 5.50	\$ 5.50	\$ 137.50	\$ 137.50		\$ 4.11	\$ 5.35	\$ 5.35	\$ 102.75	\$ 133.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 187.50	\$ 187.50		\$ 1.50	\$ 1.50	\$ 1.50	\$ 140.25	\$ 171.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 237.50	\$ 237.50		\$ 3.00	\$ 3.00	\$ 3.00	\$ 177.75	\$ 208.75
Item 37: Adult B-Core Long-Sleeve Performance Tee												
Estimated Annual Quantity: 100	Item Bid If Different from Example Brand:											
Example Brand: Badger 4104 - B-Core L/S Tee	Manufacturer:											
Material: 100% Polyester moisture management & antimicrobial performance fabric. Self fabric collar.	Product/Style N.:			Computed w/ Qty's of								
Weight: 3.5 oz	Material & Weight:			25								
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 12.25	\$ 12.25	\$ 12.25	\$ 306.25	\$ 306.25		\$ 14.10	\$ 14.10	\$ 14.10	\$ 352.50	\$ 352.50
Specify Standard Order Quantity: 12-___72__ each		\$ 10.75	\$ 10.75	\$ 10.75	\$ 268.75	\$ 268.75		\$ 12.10	\$ 12.10	\$ 12.10	\$ 302.50	\$ 302.50
Specify Large Order Quantity: Over ___72___ each		\$ 10.25	\$ 10.25	\$ 10.25	\$ 256.25	\$ 256.25		\$ 9.30	\$ 9.30	\$ 9.30	\$ 232.50	\$ 232.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 306.25	\$ 306.25		\$ 1.50	\$ 1.50	\$ 1.50	\$ 270.00	\$ 270.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 356.25	\$ 356.25		\$ 2.00	\$ 2.00	\$ 2.00	\$ 282.50	\$ 282.50

AWARD FOR RFP#23-019											
EXHIBIT C											
				CC Creations					M&M Apparel Inc		
Item 38: Men's Relaxed Fit, Midweight Long-Sleeve T-Shirt That Fights Sweat											
Estimated Annual Quantity: 110		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Carhartt Force® Cotton Delmont Long-Sleeve T-Shirt 100393		Manufacturer:					Manufacturer:				
Material: Cotton/poly blend. Fast Dry® technology wicks away sweat.		Product/Style N.:					Product/Style N.:				
Weight: 5.75 oz		Material & Weight:		Computed w/ Qty's of			Material & Weight:			Computed w/ Qty's of	
				25						25	
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)	\$ 32.50	\$ 32.50	\$ 32.50	\$ 812.50	\$ 812.50		\$ 39.00	\$ 39.00	\$ 39.00	\$ 975.00	\$ 975.00
Specify Standard Order Quantity: 12-__72__ each	\$ 31.50	\$ 31.50	\$ 31.50	\$ 787.50	\$ 787.50		\$ 37.00	\$ 37.00	\$ 37.00	\$ 925.00	\$ 925.00
Specify Large Order Quantity: Over __72__ each	\$ 31.00	\$ 31.00	\$ 31.00	\$ 775.00	\$ 775.00		\$ 25.35	\$ 25.35	\$ 25.35	\$ 633.75	\$ 633.75
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 825.00	\$ 825.00		\$ 3.25	\$ 3.25	\$ 3.25	\$ 715.00	\$ 715.00
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 875.00	\$ 875.00		\$	\$	\$		
Item 39: Adult Long-Sleeve Dry Blend T-Shirt											
Estimated Annual Quantity: 4,505		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: 8400 Gildan® DryBlend®Adult Long Sleeve T-Shirt		Manufacturer:					Manufacturer:				
Material: 50% Cotton / 50% Polyester		Product/Style N.:				Product/Style N.:					
Weight: 5.5 oz		Material & Weight:		25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 9.75	\$ 9.75	\$ 9.75	\$ 243.75	\$ 243.75	\$ 11.26	\$ 12.34	\$ 12.34	\$ 281.50	\$ 308.50	
Specify Standard Order Quantity: 12-__72__ each	\$ 7.75	\$ 7.75	\$ 7.75	\$ 193.75	\$ 193.75	\$ 9.26	\$ 10.34	\$ 10.34	\$ 231.50	\$ 258.50	
Specify Large Order Quantity: Over __72__ each	\$ 7.45	\$ 7.45	\$ 7.45	\$ 186.25	\$ 186.25	\$ 5.55	\$ 6.96	\$ 6.96	\$ 138.75	\$ 174.00	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 236.25	\$ 236.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 176.25	\$ 211.50	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 286.25	\$ 286.25	\$ 3.00	\$ 3.00	\$ 3.00	\$ 213.75	\$ 249.00	
Item 40: Adult Long-Sleeve Performance Crew											
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Sport-Tek® Long Sleeve Ultimate Performance Crew. ST700LS		Manufacturer:				Manufacturer:					
Material: 95/5 poly/spandex jersey		Product/Style N.:				Product/Style N.:					
Weight: 5 oz		Material & Weight:		25		Material & Weight:			25		

AWARD FOR RFP#23-019													
EXHIBIT C													
					CC Creations							M&M Apparel Inc	
Item 40 cont'd	Price per Item	White	Light Colors	Dark Colors	TTL White	TTL Dark			White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 13.40	\$ 13.40	\$ 13.40	\$ 335.00	\$ 335.00			\$ 16.30	\$ 16.30	\$ 16.30	\$ 407.50	\$ 407.50
Specify Standard Order Quantity: 12-__72__ each		\$ 11.90	\$ 11.90	\$ 11.90	\$ 297.50	\$ 297.50			\$ 13.30	\$ 13.30	\$ 13.30	\$ 332.50	\$ 332.50
Specify Large Order Quantity: Over __72__ each		\$ 11.40	\$ 11.40	\$ 11.40	\$ 285.00	\$ 285.00			\$ 10.61	\$ 10.61	\$ 10.61	\$ 265.25	\$ 265.25
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 335.00	\$ 335.00			\$ 1.50	\$ 1.50	\$ 1.50	\$ 302.75	\$ 302.75
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 385.00	\$ 385.00			\$ 3.00	\$ 3.00	\$ 3.00	\$ 340.25	\$ 340.25
Item 41: Adult Long-Sleeve Tshirt													
Estimated Annual Quantity: 300	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: C2 Performance T Shirt	Manufacturer:						Manufacturer:						
Material: 100% Polyester; moisture management anti microbial performance	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of			
Weight: __oz	Material & Weight:				25		Material & Weight:			25			
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark			White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 9.75	\$ 9.75	\$ 9.75	\$ 243.75	\$ 243.75			\$ 12.00	\$ 12.00	\$ 12.00	\$ 300.00	\$ 300.00
Specify Standard Order Quantity: 12-__72__ each		\$ 7.75	\$ 7.75	\$ 7.75	\$ 193.75	\$ 193.75			\$ 10.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00
Specify Large Order Quantity: Over __72__ each		\$ 7.45	\$ 7.45	\$ 7.45	\$ 186.25	\$ 186.25			\$ 8.00	\$ 8.00	\$ 8.00	\$ 200.00	\$ 200.00
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 236.25	\$ 236.25			\$ 2.00	\$ 2.00	\$ 2.00	\$ 250.00	\$ 250.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 286.25	\$ 286.25			\$ 3.00	\$ 3.00	\$ 3.00	\$ 275.00	\$ 275.00
Item 42: Men's Long-Sleeve Roll Sleeve Twill Shirt													
Estimated Annual Quantity: 10	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:						
Example Brand: Port Authority® Stain-Release Roll Sleeve Twill Shirt. S649	Manufacturer: M585L						Manufacturer:						
Material: 55/45 cotton/poly with stain release finish	Product/Style N.: Harriton				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of			
Weight: 4.5 oz	Material & Weight:				25		Material & Weight:			25			
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark			White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 24.85	\$ 24.85	\$ 24.85	\$ 621.25	\$ 621.25			\$ 33.98	\$ 33.98	\$ 33.98	\$ 849.50	\$ 849.50
Specify Standard Order Quantity: 12-__72__ each		\$ 23.85	\$ 23.85	\$ 23.85	\$ 596.25	\$ 596.25			\$ 29.98	\$ 29.98	\$ 29.98	\$ 749.50	\$ 749.50
Specify Large Order Quantity: Over __72__ each		\$ 23.35	\$ 23.35	\$ 23.35	\$ 583.75	\$ 583.75			\$ 22.09	\$ 22.09	\$ 22.09	\$ 552.25	\$ 552.25
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 633.75	\$ 633.75			\$ 1.50	\$ 1.50	\$ 1.50	\$ 589.75	\$ 589.75
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 683.75	\$ 683.75			\$ 3.00	\$ 3.00	\$ 3.00	\$ 627.25	\$ 627.25

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
Item 43: Adult Long-Sleeve Denim Shirt												
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:				
Example Brand: Port Authority® Long Sleeve Denim Shirt. S600		Manufacturer:						Manufacturer:				
Material: 100% cotton		Product/Style N.:			Computed w/ Qty's of			Product/Style N.:		Computed w/ Qty's of		
Weight: 6.5 oz		Material & Weight:			25			Material & Weight:		25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 23.85	\$ 23.85	\$ 23.85	\$ 596.25	\$ 596.25		\$ 30.58	\$ 30.58	\$ 30.58	\$ 764.50	\$ 764.50
Specify Standard Order Quantity: 12-__72__ each		\$ 22.85	\$ 22.85	\$ 22.85	\$ 571.25	\$ 571.25		\$ 26.58	\$ 26.58	\$ 26.58	\$ 664.50	\$ 664.50
Specify Large Order Quantity: Over __72__ each		\$ 22.35	\$ 22.35	\$ 22.35	\$ 558.75	\$ 558.75		\$ 21.18	\$ 21.18	\$ 21.18	\$ 529.50	\$ 529.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 608.75	\$ 608.75		\$ 1.50	\$ 1.50	\$ 1.50	\$ 567.00	\$ 567.00
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 658.75	\$ 658.75	\$ 3.00	\$ 3.00	\$ 3.00	\$ 604.50	\$ 604.50	
Item 44: Long-Sleeve Workwear Pocket T-Shirt, Crew Neck												
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Carhartt- K-126		Manufacturer:					Manufacturer:					
Material: 100% Cotton		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: 6.75 oz		Material & Weight:			25		Material & Weight:		25			
PRICE PER ITEM 53		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 23.85	\$ 23.85	\$ 23.85	\$ 596.25	\$ 596.25	\$ 32.50	\$ 32.50	\$ 32.50	\$ 812.50	\$ 812.50	
Specify Standard Order Quantity: 12-__72__ each		\$ 22.85	\$ 22.85	\$ 22.85	\$ 571.25	\$ 571.25	\$ 28.50	\$ 28.50	\$ 28.50	\$ 712.50	\$ 712.50	
Specify Large Order Quantity: Over __72__ each		\$ 22.35	\$ 22.35	\$ 22.35	\$ 558.75	\$ 558.75	\$ 21.14	\$ 21.14	\$ 21.14	\$ 528.50	\$ 528.50	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 608.75	\$ 608.75	\$ 3.25	\$ 3.25	\$ 3.25	\$ 609.75	\$ 609.75	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 658.75	\$ 658.75	\$	\$	\$			
Item 45: Ultra Cotton Adult Long-Sleeve T-Shirt (No Pocket)												
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Gildan, G2400		Manufacturer:					Manufacturer:					
Material: 100 Preshrunk Cotton		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: 5.6 oz		Material & Weight:			25		Material & Weight:		25			

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
Item 45 con'td	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 9.75	\$ 9.75	\$ 9.75	\$ 243.75	\$ 243.75		\$ 9.70	\$ 11.08	\$ 11.08	\$ 242.50	\$ 277.00
Specify Standard Order Quantity: 12-__72__ each		\$ 7.75	\$ 7.75	\$ 7.75	\$ 193.75	\$ 193.75		\$ 7.70	\$ 9.08	\$ 9.08	\$ 192.50	\$ 227.00
Specify Large Order Quantity: Over __72__ each		\$ 7.45	\$ 7.45	\$ 7.45	\$ 186.25	\$ 186.25		\$ 5.42	\$ 6.95	\$ 6.95	\$ 135.50	\$ 173.75
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 236.25	\$ 236.25		\$ 1.50	\$ 1.50	\$ 1.50	\$ 173.00	\$ 211.25
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 286.25	\$ 286.25		\$ 3.00	\$ 3.00	\$ 3.00	\$ 210.50	\$ 248.75
Item 46: Adult T-Shirt, Long-Sleeve, Crew Neck												
Estimated Annual Quantity: 150	Item Bid If Different from Example Brand:											
Example Brand: Hanes Beefy T 5180	Manufacturer:											
Material: 100% Preshrunk Cotton	Product/Style N.:			Computed w/ Qty's of								
Weight: 6.1 oz	Material & Weight:			25								
PRICE PER ITEM 58	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 8.15	\$ 8.15	\$ 8.15	\$ 203.75	\$ 203.75		\$ 10.77	\$ 11.67	\$ 11.67	\$ 269.25	\$ 291.75	
Specify Standard Order Quantity: 12-__72__ each	\$ 6.15	\$ 6.15	\$ 6.15	\$ 153.75	\$ 153.75		\$ 8.77	\$ 9.67	\$ 9.67	\$ 219.25	\$ 241.75	
Specify Large Order Quantity: Over __72__ each	\$ 5.90	\$ 5.90	\$ 5.90	\$ 147.50	\$ 147.50		\$ 4.67	\$ 5.09	\$ 5.09	\$ 116.75	\$ 127.25	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 197.50	\$ 197.50		\$ 1.50	\$ 1.50	\$ 1.50	\$ 154.25	\$ 164.75	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 247.50	\$ 247.50		\$ 3.00	\$ 3.00	\$ 3.00	\$ 191.75	\$ 202.25	
Item 47: Long-Sleeve, Left Chest Pocket, Button Down Collar												
Estimated Annual Quantity: 50	Item Bid If Different from Example Brand:											
Example Brand: Van Heusen 13V0040	Manufacturer:											
Material: 60% Cotton, 40% Polyester	Product/Style N.:			Computed w/ Qty's of								
Weight: 4.25 oz	Material & Weight:			25								
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	28.25	28.25	28.25	\$ 706.25	\$ 706.25		\$ 24.98	\$ 24.98	\$ 24.98	\$ 624.50	\$ 624.50	
Specify Standard Order Quantity: 12-__72__ each	27.25	27.25	27.25	\$ 681.25	\$ 681.25		\$ 22.98	\$ 22.98	\$ 22.98	\$ 574.50	\$ 574.50	
Specify Large Order Quantity: Over __72__ each	26.75	26.75	26.75	\$ 668.75	\$ 668.75		\$ 20.39	\$ 20.39	\$ 20.39	\$ 509.75	\$ 509.75	
Sizes: 2XL-3XL (add to base cost)	2.00/3.00	2.00/3.00	2.00/3.00	\$ 718.75	\$ 718.75		\$ 1.50	\$ 1.50	\$ 1.50	\$ 547.25	\$ 547.25	
Sizes: 4XL-6XL (add to base cost)	4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 768.75	\$ 768.75		\$ 3.00	\$ 3.00	\$ 3.00	\$ 584.75	\$ 584.75	

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
Item 48: Long-Sleeve Workwear Henley, Three Button Front												
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:				
Example Brand: Carhartt K-128		Manufacturer:						Manufacturer:				
Material: 100% Cotton		Product/Style N.:			Computed w/ Qty's of			Product/Style N.:		Computed w/ Qty's of		
Weight: 6.75 oz		Material & Weight:			25			Material & Weight:		25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 28.25	\$ 28.25	\$ 28.25	\$ 706.25	\$ 706.25		\$ 32.50	\$ 32.50	\$ 32.50	\$ 812.50	\$ 812.50
Specify Standard Order Quantity: 12-__72__ each		\$ 27.25	\$ 27.25	\$ 27.25	\$ 681.25	\$ 681.25		\$ 28.50	\$ 28.50	\$ 28.50	\$ 712.50	\$ 712.50
Specify Large Order Quantity: Over __72__ each		\$ 26.75	\$ 26.75	\$ 26.75	\$ 668.75	\$ 668.75		\$ 21.14	\$ 21.14	\$ 21.14	\$ 528.50	\$ 528.50
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 718.75	\$ 718.75		\$ 3.25	\$ 3.25	\$ 3.25	\$ 609.75	\$ 609.75
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 768.75	\$ 768.75		\$	\$	\$		
Item 49: Adult Sweat Shirt, Long Sleeve, Ultimate Cotton Crew Neck												
Estimated Annual Quantity: 100		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Hanes, Style F260		Manufacturer:					Manufacturer:					
Material: 90% Cotton, 10% Polyester		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: 9.7 oz		Material & Weight:			25		Material & Weight:		25			
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)		\$ 19.50	\$ 19.50	\$ 19.50	\$ 487.50	\$ 487.50	\$ 16.70	\$ 19.22	\$ 19.22	\$ 417.50	\$ 480.50	
Specify Standard Order Quantity: 12-__72__ each		\$ 18.00	\$ 18.00	\$ 18.00	\$ 450.00	\$ 450.00	\$ 13.70	\$ 16.22	\$ 16.22	\$ 342.50	\$ 405.50	
Specify Large Order Quantity: Over __72__ each		\$ 17.50	\$ 17.50	\$ 17.50	\$ 437.50	\$ 437.50	\$ 10.22	\$ 13.49	\$ 13.49	\$ 255.50	\$ 337.25	
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 487.50	\$ 487.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 293.00	\$ 374.75	
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 537.50	\$ 537.50	\$ 3.00	\$ 3.00	\$ 3.00	\$ 330.50	\$ 412.25	
Item 50: Youth Three-Quarter Sleeve Raglan Tee												
Estimated Annual Quantity: 50		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Next Level Youth CVC 3/4 Raglan 3352		Manufacturer:					Manufacturer:					
Material: 60/40 combed ringspun cotton/polyester		Product/Style N.:					Product/Style N.:					
Weight: 4.3 oz		Material & Weight:			Computed w/ Qty's of		Material & Weight:		Computed w/ Qty's of			
					25				25			

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
ITEM 50 con'td	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 8.10	\$ 8.10	\$ 8.10	\$ 202.50	\$ 202.50		\$ 13.35	\$ 13.35	\$ 13.35	\$ 333.75	\$ 333.75
Specify Standard Order Quantity: 12- 72 each		\$ 6.10	\$ 6.10	\$ 6.10	\$ 152.50	\$ 152.50		\$ 11.35	\$ 11.35	\$ 11.35	\$ 283.75	\$ 283.75
Specify Large Order Quantity: Over 72 each		\$ 5.85	\$ 5.85	\$ 5.85	\$ 146.25	\$ 146.25		\$ 5.80	\$ 5.80	\$ 5.80	\$ 145.00	\$ 145.00
Sizes: 2XL-3XL (add to base cost)								\$	\$	\$		
Sizes: 4XL-6XL (add to base cost)								\$	\$	\$		
Item 51: Youth Short-Sleeve Tee, Soft washed garment dyed fabric												
Estimated Annual Quantity: 150	Item Bid If Different from Example Brand:							Item Bid If Different from Example Brand:				
Example Brand: Comfort Colors 9018	Manufacturer:							Manufacturer:				
Material: 100% ring spun cotton	Product/Style N.:				Computed w/ Qty's of			Product/Style N.:			Computed w/ Qty's of	
Weight: 6.1 oz	Material & Weight:				25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 9.60	\$ 9.60	\$ 9.60	\$ 240.00	\$ 240.00		\$ 11.88	\$ 11.88	\$ 11.88	\$ 297.00	\$ 297.00	
Specify Standard Order Quantity: 12- 72 each	\$ 7.60	\$ 7.60	\$ 7.60	\$ 190.00	\$ 190.00		\$ 9.88	\$ 9.88	\$ 9.88	\$ 247.00	\$ 247.00	
Specify Large Order Quantity: Over 72 each	\$ 7.35	\$ 7.35	\$ 7.35	\$ 183.75	\$ 183.75		\$ 6.90	\$ 6.90	\$ 6.90	\$ 172.50	\$ 172.50	
Sizes: 2XL-3XL (add to base cost)							\$	\$	\$			
Sizes: 4XL-6XL (add to base cost)							\$	\$	\$			
Item 52: Youth 100% Cotton Short-Sleeve Tee												
Estimated Annual Quantity: 2,250	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:					
Example Brand: Port & Company® - Youth Essential Tee. PC61Y	Manufacturer:						Manufacturer:					
Material: 100% soft spun cotton	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 6.1 oz	Material & Weight:				25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 6.75	\$ 6.75	\$ 6.75	\$ 168.75	\$ 168.75		\$ 12.00	\$ 12.45	\$ 12.45	\$ 300.00	\$ 311.25	
Specify Standard Order Quantity: 12- 72 each	\$ 4.75	\$ 4.75	\$ 4.75	\$ 118.75	\$ 118.75		\$ 10.00	\$ 10.45	\$ 10.45	\$ 250.00	\$ 261.25	
Specify Large Order Quantity: Over 72 each	\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50	\$ 112.50		\$ 3.20	\$ 3.70	\$ 3.70	\$ 80.00	\$ 92.50	
Sizes: 2XL-3XL (add to base cost)	\$	\$	\$				\$	\$	\$			
Sizes: 4XL-6XL (add to base cost)	\$	\$	\$				\$	\$	\$			

AWARD FOR RFP#23-019												
EXHIBIT C												
				CC Creations					M&M Apparel Inc			
Item 53: Youth 50/50 Short-Sleeve Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Port & Company® - Youth Core Blend Tee. PC55Y		Manufacturer:					Manufacturer:					
Material: 50/50 cotton/poly		Product/Style N.:					Product/Style N.:					
Weight: 5.5 oz		Material & Weight:		Computed w/ Qty's of			Material & Weight:			Computed w/ Qty's of		
				25						25		
PRICE PER ITEM		White		Light Colors			Dark Colors		TTL White		TTL Dark	
Special Order; As required (1-11 each)		\$ 6.35		\$ 6.35			\$ 6.35		\$ 158.75		\$ 158.75	
Specify Standard Order Quantity: 12- 72__ each		\$ 4.35		\$ 4.35			\$ 4.35		\$ 108.75		\$ 108.75	
Specify Large Order Quantity: Over 72__ each		\$ 4.10		\$ 4.10			\$ 4.10		\$ 102.50		\$ 102.50	
Sizes: 2XL-3XL (add to base cost)		\$		\$			\$		\$		\$	
Sizes: 4XL-6XL (add to base cost)		\$		\$			\$		\$		\$	
Item 54: Youth Polyester Short-Sleeve Performance Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Port & Company® Youth Performance Tee. PC380Y		Manufacturer:					Manufacturer:					
Material: 100% polyester		Product/Style N.:				Product/Style N.:						
Weight: 3.8 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of			
				25					25			
PRICE PER ITEM		White		Light Colors		Dark Colors		TTL White		TTL Dark		
Special Order; As required (1-11 each)		\$ 6.25		\$ 6.25		\$ 6.25		\$ 156.25		\$ 156.25		
Specify Standard Order Quantity: 12- 72__ each		\$ 4.25		\$ 4.25		\$ 4.25		\$ 106.25		\$ 106.25		
Specify Large Order Quantity: Over 72__ each		\$ 4.00		\$ 4.00		\$ 4.00		\$ 100.00		\$ 100.00		
Sizes: 2XL-3XL (add to base cost)		\$		\$		\$		\$		\$		
Sizes: 4XL-6XL (add to base cost)		\$		\$		\$		\$		\$		
Item 55: Youth Blended Short-Sleeve Performance Tee												
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:						
Example Brand: Port & Company® Youth Performance Blend Tee. PC381Y		Manufacturer:				Manufacturer:						
Material: 65/35 poly/cotton		Product/Style N.:				Product/Style N.:						
Weight: 4.5 oz		Material & Weight:		Computed w/ Qty's of		Material & Weight:			Computed w/ Qty's of			
				25					25			

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
Item 55 cont'd	PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.35	\$ 6.35	\$ 6.35	\$ 158.75	\$ 158.75		\$ 10.00	\$ 10.00	\$ 10.00	\$ 250.00	\$ 250.00
Specify Standard Order Quantity: 12- 72 each		\$ 4.35	\$ 4.35	\$ 4.35	\$ 108.75	\$ 108.75		\$ 8.00	\$ 8.00	\$ 8.00	\$ 200.00	\$ 200.00
Specify Large Order Quantity: Over 72 each		\$ 4.10	\$ 4.10	\$ 4.10	\$ 102.50	\$ 102.50		\$ 3.90	\$ 3.90	\$ 3.90	\$ 97.50	\$ 97.50
Sizes: 2XL-3XL (add to base cost)		\$	\$	\$	\$	\$		\$	\$	\$	\$	\$
Sizes: 4XL-6XL (add to base cost)		\$	\$	\$	\$	\$		\$	\$	\$	\$	\$
Item 56: Youth 100% Cotton Short-Sleeve T-Shirt												
Estimated Annual Quantity: 2,225	Item Bid If Different from Example Brand:							Item Bid If Different from Example Brand:				
Example Brand: 2000B Gildan® Ultra Cotton® Youth T-Shirt	Manufacturer:							Manufacturer:				
Material: 100% Cotton	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 6 oz	Material & Weight:				25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 6.75	\$ 6.75	\$ 6.75	\$ 168.75	\$ 168.75		\$ 7.23	\$ 8.31	\$ 8.31	\$ 180.75	\$ 207.75	
Specify Standard Order Quantity: 12- 72 each	\$ 4.75	\$ 4.75	\$ 4.75	\$ 118.75	\$ 118.75		\$ 6.23	\$ 7.31	\$ 7.31	\$ 155.75	\$ 182.75	
Specify Large Order Quantity: Over 72 each	\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50	\$ 112.50		\$ 3.16	\$ 3.61	\$ 3.61	\$ 79.00	\$ 90.25	
Sizes: 2XL-3XL (add to base cost)	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	
Sizes: 4XL-6XL (add to base cost)	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	
Item 57: Youth Dry Blend Short-Sleeve T-Shirt												
Estimated Annual Quantity: 2,250	Item Bid If Different from Example Brand:						Item Bid If Different from Example Brand:					
Example Brand: 8000B Gildan® Dry Blend® Youth T-Shirt	Manufacturer:						Manufacturer:					
Material: 50% Cotton / 50% Polyester	Product/Style N.:				Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: 5.5	Material & Weight:				25		Material & Weight:			25		
PRICE PER ITEM	White	Light Colors	Dark Colors	TTL White	TTL Dark		White	Light Colors	Dark Colors	TTL White	TTL Dark	
Special Order; As required (1-11 each)	\$ 6.50	\$ 6.50	\$ 6.50	\$ 162.50	\$ 162.50		\$ 6.98	\$ 7.14	\$ 7.14	\$ 174.50	\$ 178.50	
Specify Standard Order Quantity: 12- 72 each	\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50	\$ 112.50		\$ 5.98	\$ 6.14	\$ 6.14	\$ 149.50	\$ 153.50	
Specify Large Order Quantity: Over 72 each	\$ 4.25	\$ 4.25	\$ 4.25	\$ 106.25	\$ 106.25		\$ 3.06	\$ 3.47	\$ 3.47	\$ 76.50	\$ 86.75	
Sizes: 2XL-3XL (add to base cost)	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	
Sizes: 4XL-6XL (add to base cost)	\$	\$	\$	\$	\$		\$	\$	\$	\$	\$	

AWARD FOR RFP#23-019											
EXHIBIT C											
					CC Creations					M&M Apparel Inc	
Item 58: Youth 50/50 Dri-Power T-Shirt											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: JERZEES® - Youth Dri-Power® Active 50/50 Cotton/Poly T-Shirt 29B		Manufacturer:					Manufacturer:				
Material: 50/50 cotton/poly		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of	
Weight: 5.6 oz		Material & Weight:			25		Material & Weight:			25	
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 6.50	\$ 6.50	\$ 6.50	\$ 162.50	\$ 162.50	\$ 7.02	\$ 7.98	\$ 7.98	\$ 175.50	\$ 199.50
Specify Standard Order Quantity: 12- 72 each		\$ 4.50	\$ 4.50	\$ 4.50	\$ 112.50	\$ 112.50	\$ 5.06	\$ 5.47	\$ 5.47	\$ 126.50	\$ 136.75
Specify Large Order Quantity: Over 72 each		\$ 4.25	\$ 4.25	\$ 4.25	\$ 106.25	\$ 106.25	\$ 3.06	\$ 3.47	\$ 3.47	\$ 76.50	\$ 86.75
Sizes: 2XL-3XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sizes: 4XL-6XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Item 59: Youth Short-Sleeve Camo Polyester Tee											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Youth CamoHex Tee. YST370		Manufacturer:					Manufacturer:				
Material: 100% polyester interlock		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of	
Weight: 4 oz		Material & Weight:			25		Material & Weight:			25	
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 11.00	\$ 11.00	\$ 11.00	\$ 275.00	\$ 275.00	\$ 12.20	\$ 12.20	\$ 12.20	\$ 305.00	\$ 305.00
Specify Standard Order Quantity: 12- 72 each		\$ 9.25	\$ 9.25	\$ 9.25	\$ 231.25	\$ 231.25	\$ 10.20	\$ 10.20	\$ 10.20	\$ 255.00	\$ 255.00
Specify Large Order Quantity: Over 72 each		\$ 8.95	\$ 8.95	\$ 8.95	\$ 223.75	\$ 223.75	\$ 7.28	\$ 7.28	\$ 7.28	\$ 182.00	\$ 182.00
Sizes: 2XL-3XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sizes: 4XL-6XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Item 60: Youth Short-Sleeve Racer Mesh Tee											
Estimated Annual Quantity: 2,250		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Sport-Tek® Youth Posi Charge® Racer Mesh® Tee. YST340		Manufacturer:					Manufacturer:				
Material: 100% polyester flat back mesh with Posi Charge technology		Product/Style N.:					Product/Style N.:				
Weight: 3.8 oz		Material & Weight:					Material & Weight:				
					Computed w/ Qty's of					Computed w/ Qty's of	
					25					25	
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 7.85	\$ 7.85	\$ 7.85	\$ 196.25	\$ 196.25	\$ 9.05	\$ 9.05	\$ 9.05	\$ 226.25	\$ 226.25
Specify Standard Order Quantity: 12- 72 each		\$ 5.85	\$ 5.85	\$ 5.85	\$ 146.25	\$ 146.25	\$ 7.05	\$ 7.05	\$ 7.05	\$ 176.25	\$ 176.25
Specify Large Order Quantity: Over 72 each		\$ 5.60	\$ 5.60	\$ 5.60	\$ 140.00	\$ 140.00	\$ 4.61	\$ 4.61	\$ 4.61	\$ 115.25	\$ 115.25
Sizes: 2XL-3XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sizes: 4XL-6XL (add to base cost)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

AWARD FOR RFP#23-019														
EXHIBIT C														
					CC Creations					M&M Apparel Inc				
Item 61: Youth Short-Sleeve Posi Charge Tee														
Estimated Annual Quantity: 2,250				Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:						
Example Brand: Sport-Tek® Youth Posi Charge® Competitor™ Tee. YST350				Manufacturer:				Manufacturer:						
Material: 100% polyester interlock with Posi Charge technology				Product/Style N.:				Product/Style N.:		Computed w/ Qty's of				
Weight: 3.8 oz				Material & Weight:				Material & Weight:		25				
PRICE PER ITEM				White	Light Colors	Dark Colors		TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)				\$	7.25	\$		7.25	\$	7.25	\$	181.25	\$	181.25
Specify Standard Order Quantity: 12-__72__ each				\$	5.25	\$		5.25	\$	5.25	\$	131.25	\$	131.25
Specify Large Order Quantity: Over __72__ each				\$	5.00	\$		5.00	\$	5.00	\$	125.00	\$	125.00
Item 62: Youth Classic Mesh Reversible Tank														
Estimated Annual Quantity: 2,250				Item Bid If Different from Example Brand:			Item Bid If Different from Example Brand:							
Example Brand: Sport-Tek® Youth Posi Charge® Classic Mesh Reversible Tank. YST500				Manufacturer:			Manufacturer:							
Material: 100% polyester mesh with Posi Charge technology				Product/Style N.:			Product/Style N.:		Computed w/ Qty's of					
Weight: 3.6 oz				Material & Weight:			Material & Weight:		25					
PRICE PER ITEM				White	Light Colors	Dark Colors	TTL White		TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)				\$	9.40	\$	9.40		\$	9.40	\$	235.00	\$	235.00
Specify Standard Order Quantity: 12-__72__ each				\$	7.40	\$	7.40		\$	7.40	\$	185.00	\$	185.00
Specify Large Order Quantity: Over __72__ each				\$	7.05	\$	7.05		\$	7.05	\$	176.25	\$	176.25
Sizes: 2XL-3XL (add to base cost)				\$		\$			\$		\$		\$	
Sizes: 4XL-6XL (add to base cost)				\$		\$		\$		\$		\$		
Item 63: Men's Adult Glacier Softshell Jacket														
Estimated Annual Quantity: 25				Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:						
Example Brand: Port Authority				Manufacturer:				Manufacturer:						
Material: 96/4 Polyester / Spandex Stretch Woven Shell				Product/Style N.: J790				Product/Style N.:						
Warm, Water Resistant and Wind Resistant				Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper.				Material & Weight:		Computed w/ Qty's of				
								25					25	
PRICE PER ITEM				Atlantic Blue/ Chrome	Black/ Chrome	Smoke Grey/Chrome		TTL White	TTL Dark	Atlantic Blue/ Chrome	Black/ Chrome	Smoke Grey/Chrome	TTL White	TTL Dark
Special Order; As required (1-11 each)				\$	44.00	\$		44.00	\$	44.00	\$	1,100.00	\$	1,100.00
Specify Standard Order Quantity: 12-__72__ each				\$	43.00	\$		43.00	\$	43.00	\$	1,075.00	\$	1,075.00
Specify Large Order Quantity: Over __72__ each				\$	42.00	\$		42.00	\$	42.00	\$	1,050.00	\$	1,050.00
Sizes: 2XL-3XL (add to base cost)				2.00/3.00		2.00/3.00		2.00/3.00		\$	1,100.00	\$	1,100.00	
Sizes: 4XL-6XL (add to base cost)				4.00/5.00/6.00		4.00/5.00/6.00		4.00/5.00/6.00		\$	1,100.00	\$	1,100.00	

AWARD FOR RFP#23-019											
EXHIBIT C											
				CC Creations					M&M Apparel Inc		
Item 64: Women's Adult Glacier Softshell Jacket											
Estimated Annual Quantity: 25		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Port Authority		Manufacturer:				Manufacturer:					
Material: 96/4 Polyester / Spandex Stretch Woven Shell		Product/Style N.: J790		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Warm, Water Resistant and Wind Resistant		Material & Weight: 100% microfleece lining; 1000mm fabric waterproof rating; 1000 G/M2 fabric breathability rating; 2 way zipper; zippered chest pockets; zippered pockets; binding @ cuffs; open hem		25		Material & Weight:			25		
PRICE PER ITEM 64		Atlantic Blue/Chrome	Black/ Chrome	Smoke Grey/Chrome	TTL White	TTL Dark	Atlantic Blue/Chrome	Black/ Chrome	Smoke Grey/Chrome	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 44.00	\$ 44.00	\$ 44.00	\$ 1,100.00	\$ 1,100.00	\$ 61.14	\$ 61.14	\$ 61.14	\$ 1,528.50	\$ 1,528.50
Specify Standard Order Quantity: 12- 72 each		\$ 43.00	\$ 43.00	\$ 43.00	\$ 1,075.00	\$ 1,075.00	\$ 58.14	\$ 58.14	\$ 58.14	\$ 1,453.50	\$ 1,453.50
Specify Large Order Quantity: Over 72 each		\$ 42.00	\$ 42.00	\$ 42.00	\$ 1,050.00	\$ 1,050.00	\$ 39.72	\$ 39.72	\$ 39.72	\$ 993.00	\$ 993.00
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 1,100.00	\$ 1,100.00	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1,030.50	\$ 1,030.50
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 1,100.00	\$ 1,100.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 1,043.00	\$ 1,043.00
Item 65: Economy Class 2 Safety Vest with Zipper Closure											
Estimated Annual Quantity: 300		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Radians SV2ZGS Economy Class 2 Solid Safety Vest with Zipper SV2ZGS		Manufacturer:				Manufacturer:					
Material: 100% polyester solid knit		Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: Not listed		Material & Weight:		25		Material & Weight:			25		
PRICE PER ITEM		White	Light Colors	Dark Colors	TTL White	TTL Dark	White	Light Colors	Dark Colors	TTL White	TTL Dark
Special Order; As required (1-11 each)		\$ 7.90	\$ 7.90	\$ 7.90	\$ 197.50	\$ 197.50	\$ 27.05	\$ 27.05	\$ 27.05	\$ 676.25	\$ 676.25
Specify Standard Order Quantity: 12- 72 each		\$ 5.90	\$ 5.90	\$ 5.90	\$ 147.50	\$ 147.50	\$ 23.04	\$ 23.04	\$ 23.04	\$ 576.00	\$ 576.00
Specify Large Order Quantity: Over 72 each		\$ 5.65	\$ 5.65	\$ 5.65	\$ 141.25	\$ 141.25	\$ 17.60	\$ 17.60	\$ 17.60	\$ 440.00	\$ 440.00
Sizes: 2XL-3XL (add to base cost)		2.00/3.00	2.00/3.00	2.00/3.00	\$ 191.25	\$ 191.25	\$ 1.50	\$ 1.50	\$ 1.50	\$ 477.50	\$ 477.50
Sizes: 4XL-6XL (add to base cost)		4.00/5.00/6.00	4.00/5.00/6.00	4.00/5.00/6.00	\$ 191.25	\$ 191.25	\$ 3.50	\$ 3.50	\$ 3.50	\$ 527.50	\$ 527.50
HATS											
Item 66: Youth Cotton Flex Fit Custom Baseball Caps											
Estimated Annual Quantity: 120		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Richardson Pro, Style 185		Manufacturer:				Manufacturer:					
Material: Cotton-Poly Blend Stretch Fabric		Product/Style N.:		Computed w/ Qty's of		Product/Style N.:			Computed w/ Qty's of		
Weight: Not Listed		Material & Weight:		25		Material & Weight:			25		
		PRICE PER CAP			TTL	PRICE PER CAP			TTL		
Special Order; As required (1-11 each)		\$ 9.80			\$ 245.00	\$ 11.75			\$ 293.75		
Specify Standard Order Quantity: 12- 72 each		\$ 8.30			\$ 207.50	\$ 9.75			\$ 243.75		
Specify Large Order Quantity: Over 72 each		\$ 8.00			\$ 200.00	\$ 8.00			\$ 200.00		

AWARD FOR RFP#23-019												
EXHIBIT C												
					CC Creations					M&M Apparel Inc		
Item 67: Adult, 5-Panel Golf Cap, Constructed Fused Buckram, Sewn Eyelets, 1/4" Braided Cord, Matching Underbill, Plastic Fastener												
Estimated Annual Quantity: 200		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Yupoong 6002-B (couldn't source specific item #)		Manufacturer: Yupoong										
Material: 60% Cotton, 40% Polyester		Product/Style N.: 6002			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: Not Listed		Material & Weight:			25		Material & Weight:		25			
		PRICE PER CAP			TTL				PRICE PER CAP		TTL	
Special Order; As required (1-11 each)		\$ 8.35			\$ 208.75				\$ 9.00		\$ 225.00	
Specify Standard Order Quantity: 12- 72 each		\$ 6.60			\$ 165.00				\$ 7.50		\$ 187.50	
Specify Large Order Quantity: Over 72 each		\$ 6.35			\$ 158.75				\$ 6.00		\$ 150.00	
Item 68: Adult Mesh Back Cap, Poplin Front Panel, Nylon Back, 1/4", Constructed Fused Buckram, Matching Underbill, Plastic Fastener												
Estimated Annual Quantity: 280		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: Yupoong 6006		Manufacturer:										
Material: 47% Cotton, 25% Polyester, 28% Nylon		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: Not Listed		Material & Weight:			25		Material & Weight:		25			
Item 67 (cont'd)		PRICE PER CAP			TTL				PRICE PER CAP		TTL	
Special Order; As required (1-11 each)		\$ 8.35			\$ 208.75				\$ 7.82		\$ 195.50	
Specify Standard Order Quantity: 12- 72 each		\$ 6.60			\$ 165.00				\$ 5.82		\$ 145.50	
Specify Large Order Quantity: Over 72 each		\$ 6.35			\$ 158.75				\$ 5.08		\$ 127.00	
Item 69: Adult Garment Washed Cotton Twill Hat. Pre-Curved Visor. Tuck Strap with Slide Closure.												
Estimated Annual Quantity: 45		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: OC Sports GWT-111		Manufacturer:										
Material: Garment Washed Cotton Twill		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: Not Listed		Material & Weight:			25		Material & Weight:		25			
		PRICE PER CAP			TTL				PRICE PER CAP		TTL	
Special Order; As required (1-11 each)		\$ 7.00			\$ 175.00				\$ 14.90		\$ 372.50	
Specify Standard Order Quantity: 12- 72 each		\$ 5.25			\$ 131.25				\$ 12.40		\$ 310.00	
Specify Large Order Quantity: Over 72 each		\$ 5.00			\$ 125.00				\$ 9.36		\$ 234.00	
Item 70: Adult cotton twill visor with a 2 1/4" crown and a hook/loop tape closure.												
Estimated Annual Quantity: 60		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:					
Example Brand: OC Sports PCTV-100		Manufacturer:										
Material: Cotton Twill		Product/Style N.:			Computed w/ Qty's of		Product/Style N.:		Computed w/ Qty's of			
Weight: Not Listed		Material & Weight:			25		Material & Weight:		25			

AWARD FOR RFP#23-019											
EXHIBIT C											
				CC Creations					M&M Apparel Inc		
Item 70 cont'd		PRICE PER CAP		TTL			PRICE PER CAP			TTL	
Special Order; As required (1-11 each)		\$ 7.00		\$	175.00		\$	12.00		\$	300.00
Specify Standard Order Quantity: 12- 72 each		\$ 5.00		\$	125.00		\$	10.00		\$	250.00
Specify Large Order Quantity: Over 72 each		\$ 4.75		\$	118.75		\$	7.80		\$	195.00
Item 71: Adult cold weather knit cap with 3-inch folding cuff											
Estimated Annual Quantity: 60		Item Bid If Different from Example Brand:					Item Bid If Different from Example Brand:				
Example Brand: Port & Company® - Knit Cap. CP90		Manufacturer:					Manufacturer:				
Material: 100% acrylic		Product/Style N.:					Product/Style N.:				
Weight: Not Listed		Material & Weight:					Material & Weight:				
				Computed w/ Qty's of						Computed w/ Qty's of	
				25					25		
		PRICE PER CAP		TTL		PRICE PER CAP			TTL		
Special Order; As required (1-11 each)		\$ 5.15		\$	128.75	\$	5.37		\$	134.25	
Specify Standard Order Quantity: 12- 72 each		\$ 3.45		\$	86.25	\$	4.37		\$	109.25	
Specify Large Order Quantity: Over 72 each		\$ 3.25		\$	81.25	\$	3.58		\$	89.50	
Item 72: Adult Cap with D-Fit Closure. Contrasting Inserts on Crown.											
Estimated Annual Quantity: 60		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Outdoor Cap AMW-200 product does not exist		Manufacturer:				Manufacturer:					
Material: Polyester Moisture Wicking Fabric		Product/Style N.:				Product/Style N.:					
Weight: Not Listed		Material & Weight:				Material & Weight:					
		PRICE PER CAP				PRICE PER CAP					
Special Order; As required (1-11 each)		\$				\$					
Specify Standard Order Quantity: 12- 72 each		\$				\$					
Specify Large Order Quantity: Over 72 each		\$				\$					
Item 73: Adult Bucket Cap with leather chin cord. 3' brim.											
Estimated Annual Quantity: 10		Item Bid If Different from Example Brand:				Item Bid If Different from Example Brand:					
Example Brand: Outdoor Cap BH-600		Manufacturer:				Manufacturer:					
Material: Supplex		Product/Style N.:				Product/Style N.:					
Weight: Not Listed		Material & Weight:				Material & Weight:					
		PRICE PER CAP		Computed w/ Qty's of		PRICE PER CAP			Computed w/ Qty's of		
				25					25		
		PRICE PER CAP		TTL		PRICE PER CAP			TTL		
Special Order; As required (1-11 each)		\$ 14.50		\$	362.50	\$	36.00		\$	900.00	
Specify Standard Order Quantity: 12- 72 each		\$ 14.00		\$	350.00	\$	34.00		\$	850.00	
Specify Large Order Quantity: Over 72 each		\$ 13.50		\$	337.50	\$	23.40		\$	585.00	
TOTALS BY VENDOR				TTL White	TTL Dark				TTL White	TTL Dark	
		SUBTOTAL BY COLUMN		\$ 105,293.75	\$ 99,555.00	SUBTOTAL BY COLUMN			\$ 107,929.00	\$ 101,415.50	
		GRAND TOTAL	CC CREATIONS	\$ 204,848.75		GRAND TOTAL	M&M APPAREL	\$ 209,344.50			

March 23, 2023

Item No. 7.9.

2023 Opioid Settlement Participation and Release Form

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the 2023 global opioid settlement subdivision participation and release agreement forms with Allergan, CVS, Walgreens, and Walmart and authorizing the Mayor to execute the releases and any other associated documents on behalf of the City.

Relationship to Strategic Goals:

Good Governance

Core Services and Infrastructure

Recommendation(s): Staff recommends approving the release agreements.

Summary: Nationally, the agreements reached with manufacturers, distributors, and pharmacies provide for nearly \$50 billion in payments for states and local governments. Funding is distributed to states according to the allocation agreement reached among the Attorneys General. A subdivision can only participate in the agreements if their state participates. The recent settlements with Allergan, CVS, Walmart, and Walgreens brings Texas' combined share to almost \$3 billion, with Allergan paying \$135 million, CVS paying \$304 million, Walgreens paying \$340 million, and Walmart paying \$170 million. Distribution within Texas is governed by the Texas Term Sheet, an intrastate agreement between the state and litigating subdivisions, and administered by the Opioid Council. The funding must be used to support any of a wide variety of strategies to fight the opioid crisis. Separate provisions exist to compensate attorneys who have pursued opioid litigation on behalf of states and local governments. The more subdivisions that join the settlements, the more money everyone in Texas will receive. The Attorney General estimates College Station's portion of the settlement is \$243,262.71 or 0.172098000% of the settlement. Region 17, which includes Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington, the estimated portion of the settlement is \$18,643,619.51 or 3.325100577%.

College Station has experienced the negative effects of the opioid crisis, as have other cities, counties, and other subdivisions, both in Texas and nationwide. Settlement funds can benefit the City by providing additional resources to combat this crisis.

Budget & Financial Summary: Funds will be deposited into the General Revenue and tracked by project code.

Attachments:

1. Settlement_Participation_Form_Walgreens
2. Settlement_Participation_Form_Walmart
3. Settlement_Participation_Form_Allergan
4. Settlement_Participation_Form_CVS

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of College Station	State: Texas
Authorized Signatory: John Nichols, Mayor	
Address 1: PO Box 9960 1101 Texas Ave.	
Address 2:	
City, State, Zip: College Station, TX, 77842	
Phone: 979-764-3500	
Email: jnichols@cstx.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: John Nichols

Title: Mayor

Date: _____



March 23, 2023

Item No. 7.10.

Payment processing services fees increase the annual estimated contract

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to the Technology Services Agreement with Paymentus Corporation for payment processing services to increase service fees and increase the annual estimated contract amount of \$1,500,000 to \$1,750,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Sustainable City

Recommendation(s): Staff recommends approval of the amendment to the service contract

Summary: January 23, 2020, City Council approved a service contract with Paymentus Corporation for payment processing services and full platform solution integrated with the City's utility billing system. The City receives a special (lower) interchange rate for municipal utilities when qualified cards are used and normal rates apply to nonqualified cards. The fees associated with utility collections are built into the utility rates currently charged.

Amendment No. 3 increases the non-utility billing fees for credit/debit card and CCH/eCheck payment transactions by 10%. Credit/debit card fees per transaction will increase from 2.65% to 2.92% and ACH/eCheck fees per transaction will increase from \$0.50 to \$0.55. Consequently, the annual estimated contract amount should be increased to accommodate this fee adjustment. The original fee structure for non-utility payments accounted for an average payment amount of \$300; however, over the last 12 months, the average payment amount has risen to \$509 due to inflation. Per Amendment 3, the average bill amount for non-utility billing payments will be increased to \$580.

Budget & Financial Summary: Payment services fees for accepting credit cards are charged to each department that accepts Visa, Mastercard and Discover.

Attachments:

1. 20300213 AMD3 -- Contract



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 20300213 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Amendment No. 3 - Technology Services Contract
Payment Processing Services for Utility Billing & Non-Utility Billing Solutions

Name of Contractor: Paymentus Corporation

CONTRACT TOTAL VALUE: \$ 1,750,000

Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** ☐ **CHANGE ORDER #** ☐ **OTHER** Amendment 3

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Increase non-utility billing fees for credit/debit card and ACH/eCheck payment transactions by 10%, increase the annual estimated contract amount from \$1,500,000 to \$1,750,000 and increase the average bill amount for non-utility payments to \$580. Additional details are included in the Council cover sheet. Payment service fees for accepting credit cards are charged to each department that accepts Visa, Mastercard and Discover.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 3/23/2023 **Agenda Item No*:**

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: RU **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

NA

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

**AMENDMENT NO. 3
TO TECHNOLOGY SERVICES AGREEMENT EFFECTIVE JANUARY 27,
2020**

This Amendment No. 3 ("Amendment") amends the Technology Services Agreement effective as of January 27, 2020 (referred to herein as "Technology Services Agreement" or "Master Services Agreement" as in prior Amendments) which was modified by Amending Agreement dated April 1, 2020, which was modified by Amending Agreement 2 dated December 11, 2020 (collectively, the "Agreement") between the City of College Station, ("City") with a principal place of business located at 1101 Texas Avenue, College Station, Texas 77840 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 11605 N. Community House Rd, Suite 300, Charlotte, North Carolina 28277 ("Paymentus"). City and Paymentus are also referred to as "Party" and collectively as the "Parties." This Amendment is effective at the time of the last to sign of the Parties ("Effective Date").

STATEMENT OF PURPOSE

City and Paymentus entered into the Agreement for electronic bill payment services.

The parties now wish to make certain amendments to the Technology Services Agreement as amended; specifically to the total estimated annual payment from City to Paymentus and a change in pricing on Schedule A.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

AGREEMENT

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Paymentus agree as follows:

1. Amendment. The Agreement is hereby amended as of the Effective Date of this Amendment as follows:
 - 1.1 Schedule A - Paymentus Service Fee Schedule ("Schedule A") of the agreement is hereby deleted and the new Schedule A following is substituted in lieu thereof.
 - 1.2 The Parties now wish to amend Schedule A of the Agreement to establish new pricing for all payment methods outlined in attached Schedule A
 - 1.3 Section 2.01 of the Technology Services Agreement is hereby amended to read in its entirety as follows:

"2.01 The total amount of payment, including reimbursements, by the City to Paymentus for all Work to be performed under this Contract shall be budgeted by City annually based upon a per transaction amount and as provided in this Contract with an estimated initial annual amount of One Million Seven Hundred and Fifty Thousand and No Dollars (\$1,750,000.00) which amount will be adjusted annually based upon usage."

2. Miscellaneous:

2.1 This Amendment is binding and inures to the benefit of the Parties and their respective successors and assigns.

2.2 All other terms and conditions of the Agreement not modified by this Amendment remain in full force and effect.

2.3 This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

CITY OF COLLEGE STATION

PAYMENTUS CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A – Paymentus Service Fee Schedule

The Services will initially consist of the Services indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

A. Paymentus Service Fee Schedule – Utility Program Rate (Absorbed Fee)

Paymentus Service Fee charged to Client will be based on the following:

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Amazon Pay, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Payments from time to time.	\$1.95 per Transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit - Discover, Visa, MasterCard	\$1.95 per Transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	ACH/eChecks	\$0.50 per Transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Non-Qualified Transaction	2.65% per Transaction	<input type="checkbox"/>

Note:

- Average Bill Amount: \$349.00.
- Maximum Amount per Payment is \$10,000.00. Multiple payments may be made.
- Chargebacks and returned checks will be billed at \$9.95 per item.

Schedule A – Paymentus Service Fee Schedule (Continued)

B. Paymentus Service Fee Schedule – Non-Utility Program Rate (Absorbed Fee)

Paymentus Service Fee charged to Client will be based on the following:

Channel	Channels	Services	Payment Methods & Channels	Paymentus Fee	User Paid Fee
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit - Discover, Visa, MasterCard	2.92% per Transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	ACH/eChecks	\$0.55 per Transaction	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Non-Qualified Transaction	2.92% per Transaction	<input type="checkbox"/>

Note:

- Average Bill Amount: \$580.00.
- Maximum Amount per Payment is \$20,000.00. Multiple payments may be made.
- Chargebacks and returned checks will be billed at \$9.95 per item.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: Debra Parra PHONE (A/C, No, Ext): 813 321-7500 E-MAIL ADDRESS: debra.parra@usi.com FAX (A/C, No): 813 321-7525	
INSURED Paymentus Corporation 11605 North Community House Road Suite Charlotte, NC 28277		INSURER(S) AFFORDING COVERAGE INSURER A : Great Northern Insurance Company INSURER B : Federal Insurance Company INSURER C : Chubb Indemnity Insurance Company INSURER D : Great American Insurance Company INSURER E : INSURER F :	
		NAIC # 20303 20281 12777 16691	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36069362	08/09/2022	08/09/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73623356	08/09/2022	08/09/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			78194620	08/09/2022	08/09/2023	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71832927	08/09/2022	08/09/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Crime			82622249	08/09/2022	08/09/2023	\$10,000,000*
D	Excess Crime			SAAE6066710200	08/09/2022	08/09/2023	\$20,000,000*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Primary Crime Coverage:

Carrier: Federal Insurance Company

Policy #8262-2249

Effective: 8/09/2022 - 8/09/2023

Employee Theft - \$10,000,000 Limit / \$100,000 Retention

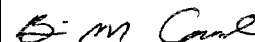
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
 Attn: Risk Management PO Box
 9960
 College Station, TX 77842

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

Premises - \$10,000,000 Limit / \$100,000 Retention
In Transit - \$10,000,000 Limit / \$100,000 Retention
Forgery - \$10,000,000 Limit / \$100,000 Retention
Computer Fraud - \$10,000,000 Limit / \$100,000 Retention
Funds Transfer Fraud - \$10,000,000 Limit / \$100,000 Retention
Money Orders & Counterfeit Fraud - \$10,000,000 Limit / \$100,000 Retention
Credit Card Fraud - \$10,000,000 Limit / \$100,000 Retention
Client - \$10,000,000 Limit / \$100,000 Retention
Expense - \$250,000 Limit / NA
Social Engineering Fraud Coverage - \$250,000 Limit / \$100,000 Retention

Excess Crime Coverage:

Carrier: Great American Insurance Company

Policy #SAAE6066710200

Effective: 8/09/2022 - 8/09/2023

\$20,000,000 excess of \$10,000,000

Sub-Limit Social Engineering Fraud: \$250,000 excess of \$250,000 with \$100,000 Retention

City of College Station, its officials, agent, employees and volunteers are hereby named as an additional insured on a primary and non contributory basis with regard to any insurance policy held by the city, as their interest may appear. A waiver of subrogation applies in favor of the City of College Station, its officials, agents, employees or volunteers as their interest may appear.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Park 80 West, Plaza Two 250 Pehle Avenue, Suite 400 Saddle Brook, NJ 07663	CONTACT NAME: William A. Cilente - For MMA-NE PHONE (A/C, No, Ext): 201 845-6600 FAX (A/C, No): E-MAIL ADDRESS: William.Cilente@MarshMMA.com INSURER(S) AFFORDING COVERAGE INSURER A : AIG Specialty Insurance Company NAIC # 26883
INSURED Paymentus Holdings, Inc 18390 NE 68th Street Redmond, WA 98052	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional and Cyber Liability			014508765	08/09/2022	08/09/2023	\$10,000,000 Per Occ. \$10,000,000 Annual Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

Excess Professional and Cyber Policies:


Effective Date: 08/09/2022 - 08/09/2023

Policy #: Various See Below, Limits: Per Occurrence and Annual Aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Risk Management PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

DESCRIPTIONS (Continued from Page 1)

1st Excess -

Carrier: Continental Casualty Company

Policy # 652024674

Limits: \$10M Per Occurrence/Annual Aggregate xs \$10M

2nd Excess -

Carrier: Crum & Forster Specialty Insurance Company

Policy # EOL238128

Limits: \$5M Per Occurrence \$20M xs \$20M

Carrier: Indian Harbor Insurance Company

Policy # MTE004184209

Limits: \$5M Per Occurrence \$20M xs \$20M

Carrier: Starr Surplus Lines Insurance Company

Policy # 1000635302221

Limits: \$5M Per Occurrence \$20M xs \$20M

Carrier: Lloyd's Syn 457 (Munich Re Spec Gr Ltd)

Policy # 01MRCT000015600

Limits: \$5M Per Occurrence \$20M xs \$20M

3rd Excess -

Carrier: Allied World Surplus Lines Ins Co

Policy # 03124681

Limits: \$5M Per Occurrence xs \$40M

4th Excess -

Carrier: Evanston Insurance Company

Policy # MKLV1XEO000350

Limits: \$5M Per Occurrence/Annual Aggregate xs \$45M

5th Excess -

Carrier: Sampo America Insurance Company

Policy # MCX30023773000

Limits: \$5M Per Occurrence xs \$50M

6th Excess -

Carrier: Certain Underwriters at Lloyd's

Policy # B6044000RURS05022

Limits: \$5M Per Occurrence xs \$55M

7th Excess -

Carrier: Hudson Excess Insurance Company

Policy # EEU1265108

Limits: \$5M Per Occurrence xs \$60M

8th Excess -

Carrier: Everest National Insurance Company

Policy # CY5EX00479221

Limits: \$2.5M Per Occurrence \$5M xs \$65M

Carrier: Ascot Specialty Insurance Company

Policy # EOXS221000152801

Limits: \$2.5M Per Occurrence \$5M xs \$65M

March 23, 2023

Item No. 8.1.

Annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year that ended September 30, 2022.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends that the Council accept the 2022 audit reports and the Annual Comprehensive Financial Report.

Summary: The City's Charter and Fiscal and Budgetary Policies along with State law require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.

Ms. Amanda Eaves of FORVIS will present the results of the fiscal year 2022 audit and present, along with staff, the 2022 ACFR. Ms. Eaves will also be available to answer any questions the City Council may have.

Budget & Financial Summary: The reports provide a summary of the City's financial position as of September 30, 2022.

Attachments:

None

March 23, 2023

Item No. 8.2.

Texas Avenue & University Drive Redevelopment District Plan

Sponsor: Matthew Ellis

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Presentation, discussion, and possible action on the Texas Avenue & University Drive Area Redevelopment Plan.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): To receive the presentation and provide direction to staff.

Summary: Staff will provide an update on the [Texas Avenue & University Drive Area Redevelopment Plan](#), an important priority project from the FY23 PDS Plan of Work that is underway. This item comes from Comprehensive Plan Action 2.2 to prioritize and undertake detailed plans for priority redevelopment areas. Four priority planning areas were identified during the Comprehensive Plan update in 2021, including the Texas Avenue & University Drive Area Redevelopment Area. Currently through Phase 2, this planning effort has engaged property owners and interested residents in a process to imagine the area with a new distinct identity that welcomes visitors and residents into the city. Other goals include incorporating vertical and horizontal mixed-uses, supporting existing commercial uses, and providing a greater mix of housing options to support the growing population seeking to live, work, and play near Texas A&M University.

Staff have engaged a wide audience throughout the community thus far. This included holding three working group meetings, two property and business owner meetings, two area-wide meetings, two meetings on the Texas A&M University campus, and a virtual area-wide meeting, as well as launching a [virtual engagement website](#) to gather additional feedback. Users have the opportunity to submit feedback on a map survey where they can leave location-specific comments, as well as submit surveys directly giving feedback to staff on the goal language. Additionally, staff is directly engaging with property developers with significant ties in the area, representatives from the Texas Department of Transportation, and Texas A&M University on future projects in the planning area. Staff also continue to coordinate internally to ensure the plan's development meets the needs of all departments and maintains the City's excellent services.

Staff will be seeking direction on the [proposed goal language](#) and potential action items that help to implement the proposed goals.

Budget & Financial Summary: N/A

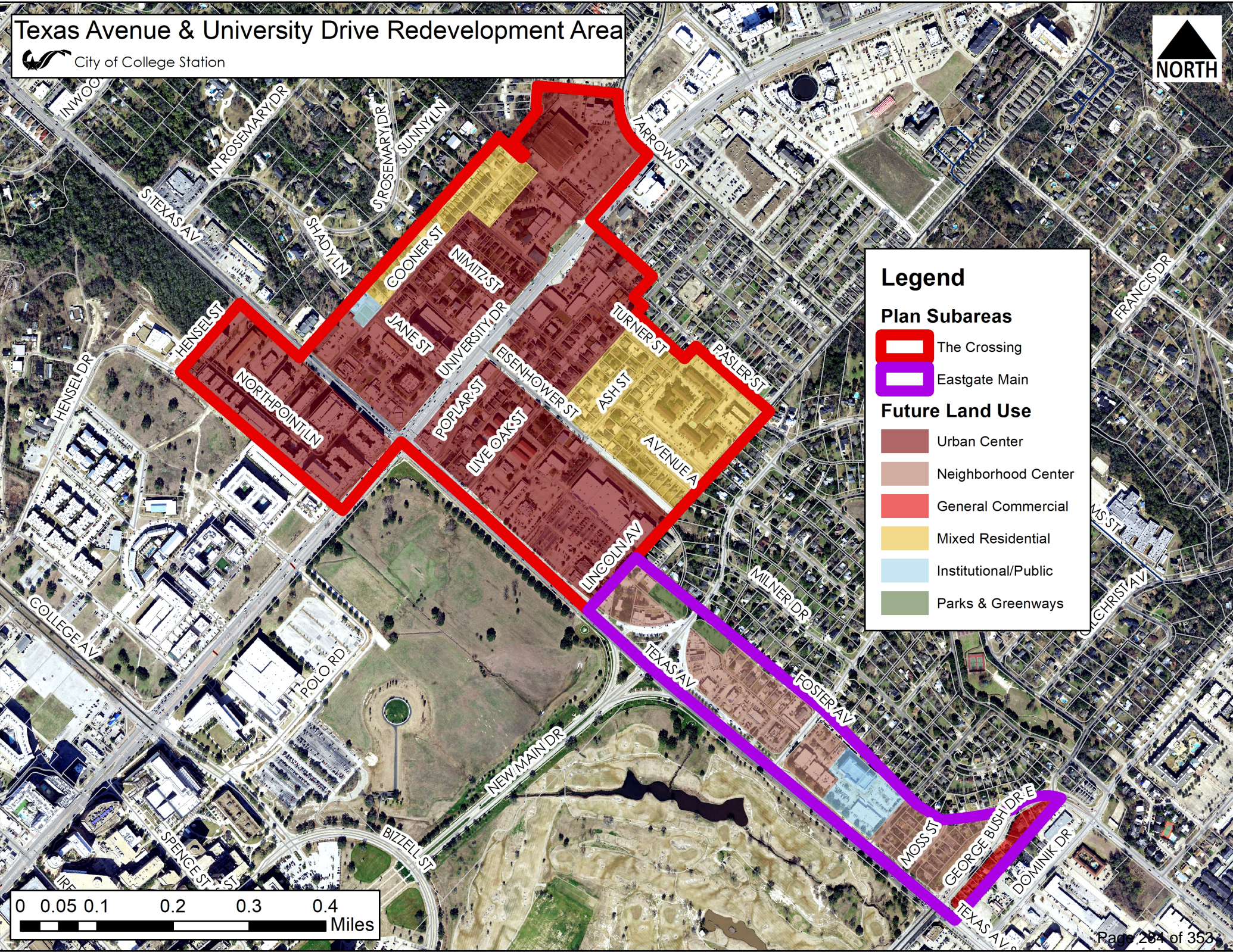
Attachments:

1. Texas Avenue & University Drive Area Redevelopment Plan Boundary

Texas Avenue & University Drive Redevelopment Area



City of College Station



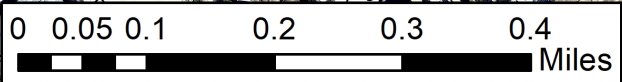
Legend

Plan Subareas

- The Crossing
- Eastgate Main

Future Land Use

- Urban Center
- Neighborhood Center
- General Commercial
- Mixed Residential
- Institutional/Public
- Parks & Greenways



March 23, 2023

Item No. 8.3.

Presentation, discussion, and possible action regarding updates to the City Council's Strategic Plan.

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding updates to the City Council's Strategic Plan.

Relationship to Strategic Goals:

Good Governance, Financial Sustainability, Core Services and Infrastructure, Neighborhood Integrity, Diverse and Growing Economy, Improving Mobility, Sustainable City

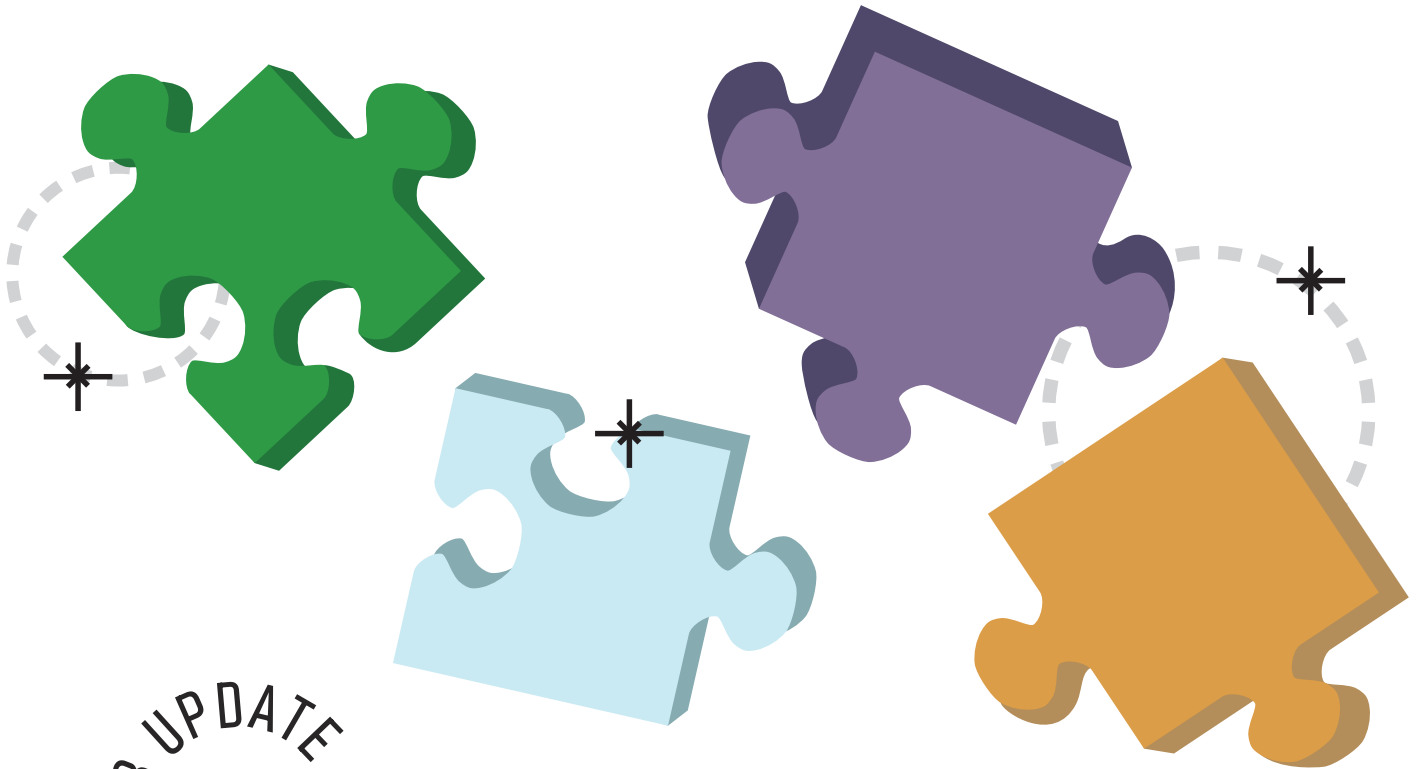
Recommendation(s): Staff recommends Council approve the updates to the Council's Strategic Plan.

Summary: The updated Strategic Plan reflects changes requested by the Council during the Council's strategic planning retreat held February 20-21.

Budget & Financial Summary:

Attachments:

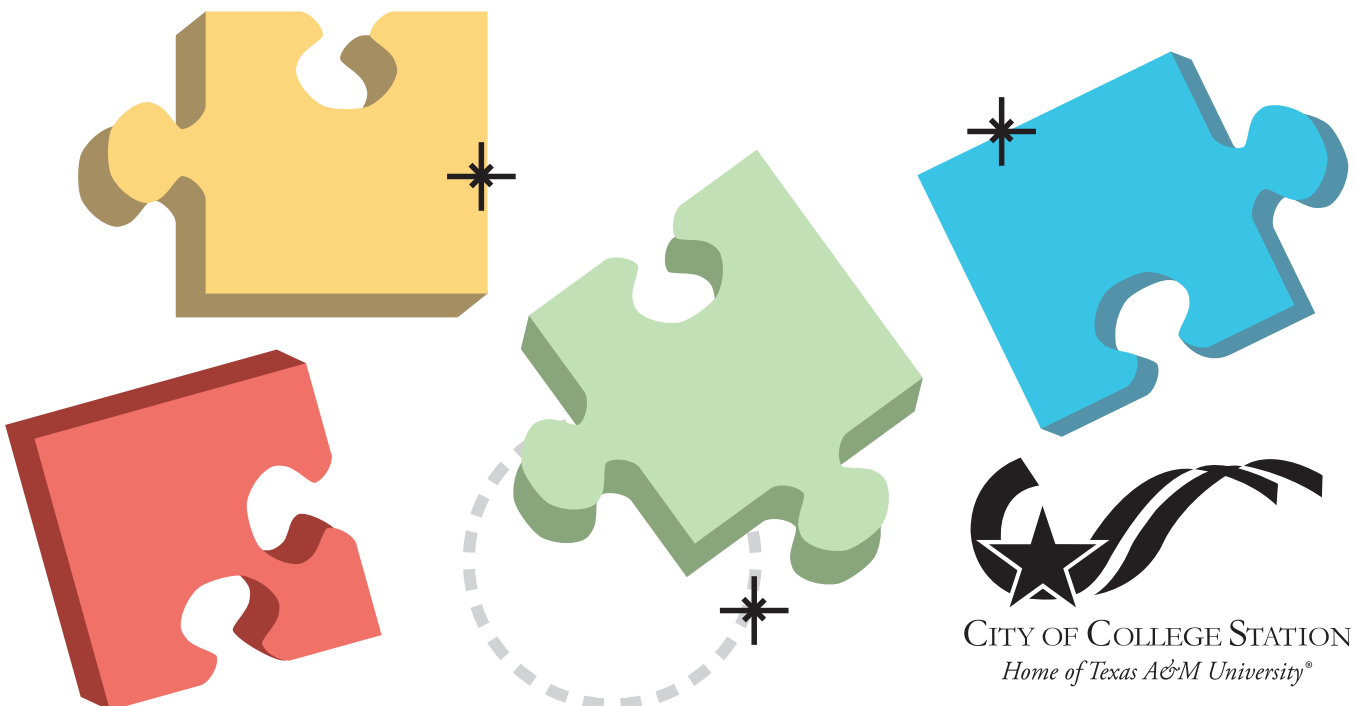
1. Council Strategic Plan 2023 Update



2023 UPDATE

CITY COUNCIL

STRATEGIC PLAN




CITY OF COLLEGE STATION
Home of Texas A&M University®



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CITY COUNCIL MISSION

ON BEHALF OF THE CITIZENS OF COLLEGE STATION, HOME OF
TEXAS A&M UNIVERSITY, WE WILL CONTINUE TO PROMOTE AND
ADVANCE THE COMMUNITY'S QUALITY OF LIFE.

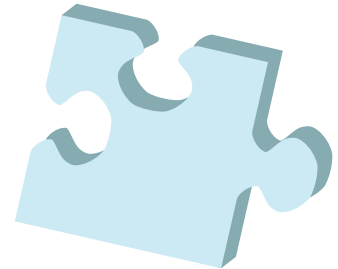


Community Vision

College Station, the proud home of Texas A&M University and the heart of Aggieland, will serve as an example of a vibrant, forward thinking, knowledge-based community, that promotes the highest quality of life.

Core Values

- The health, safety, and general well-being of the community.
- Excellence in customer service.
- Fiscal responsibility.
- Citizen involvement and participation.
- Collaboration and cooperation.
- Regionalism as an active member of the Brazos Valley community and beyond.
- Activities that promote local autonomy.
- Plan and collaborate with Texas A&M University.



Why have a plan?



To maintain and enhance College Station's high quality of life and unique community character, the College Station City Council works closely with residents and the city's experienced management team to plan for current and future needs. The Strategic Plan identifies shared priorities and goals, and provides a cohesive framework for the annual budget process

The Strategic Plan's seven initiatives include specific objectives and actions designed to meet the initiatives' goals. The plan also outlines performance measures to mark each initiative's progress and the plan's overall success.



GOOD GOVERNANCE

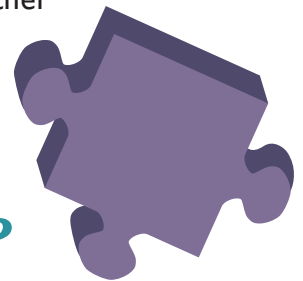
GOAL

THE CITY IS GOVERNED IN A TRANSPARENT, EFFICIENT, ACCOUNTABLE AND RESPONSIVE MANNER ON BEHALF OF ITS CITIZENS THAT ACTIVELY PROMOTES CITIZEN INVOLVEMENT.

OBJECTIVES

What does this mean for citizens?

- The city conducts business in an open and inclusive fashion.
- The city delivers services in an efficient, practical manner.
- The city actively pursues the aspirations, goals and expectations of its citizens.
- Citizens are encouraged to serve on city boards, commissions, and in other volunteer capacities.
- Citizens are satisfied with city services and facilities.



ACTIONS

How will we achieve success?

- The council will annually review and implement the Strategic Plan.
- The city will ensure all agreements with external entities are fair and beneficial to the citizens of College Station.
- The city will conduct regular citizen surveys about city services and priorities.
- The council will conduct regular internal audits of city services, practices and programs and report the results to the public.
- The city will televise, livestream, and record council meetings.
- Critical governance information such as plans, budgets, ordinances, expenditures, etc., will be available on the city's website and in city offices.
- The council will ensure its funding partners remain wise stewards of tax funds.
- The council will adopt and adhere to a series of practices for conducting its meetings.
- The city will ensure notices are posted and readily available to the public.
- The city will share information and communicate with citizens about city issues through owned, earned and paid media.
- The city will implement strategies to safely and effectively engage with the public.



FINANCIAL SUSTAINABILITY

GOAL

WISE STEWARDSHIP OF FINANCIAL RESOURCES RESULTS IN THE CITY'S ABILITY TO MEET SERVICE DEMANDS AND OBLIGATIONS WITHOUT COMPROMISING THE ABILITY OF FUTURE GENERATIONS TO DO THE SAME.

OBJECTIVES

What does this mean for citizens?

- The city maintains diverse sources of revenue and a comparable property tax rate for growing cities of comparable size.
- The city maintains adequate reserves to ease the impact of economic fluctuations.
- The city maintains economic competitiveness measured by comparable trends.
- Citizens know where city revenue comes from and how it is spent.
- Citizens are satisfied with city services and facilities.

ACTIONS

How will we achieve success?

- The city will have an annual balanced budget and a diversity of revenue sources.
- The city will endeavor to maintain or improve its bond ratings.
- Enterprise operation rates will be set to meet service demands.
- The city will seek grants and other outside funding.
- The city will strive to maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule and establish reserve funds to enable replacement.
- The city will seek the efficient delivery of services and facilities.
- The city will maximize the transparency of expenditures, policies, and procedures.
- The city will conduct routine audits to ensure accountability and maximize efficiency.
- The city will set fees at appropriate levels to recover the costs of service delivery.





CORE SERVICES & INFRASTRUCTURE

GOAL

THE CITY'S CORE SERVICES AND INFRASTRUCTURE ARE EFFICIENTLY, EFFECTIVELY AND STRATEGICALLY DELIVERED TO ENABLE ECONOMIC GROWTH AND DEVELOPMENT, AND TO MAINTAIN CITIZENS' HEALTH, SAFETY AND GENERAL WELFARE.

OBJECTIVES

What does this mean for citizens?

- The city has few utility failures and outages.
- The city reduces crime and fear of crime, including risk of injury or property damage.
- The city protects life and property.
- City services and facilities are adequate in size, location and timing.
- City services and utilities are safe and efficient.
- The city assists at-risk and low-income residents.
- Citizens are satisfied with city services and facilities.



ACTIONS

How will we achieve success?

- The city will maintain program accreditations and certifications.
- The city will attract and retain professional staff and be an employer of choice.
- The city will guide private and public land use for business development.
- The city will plan for, maintain, and invest in the infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- The city will provide immersive learning experiences for citizens.
- The city will use technology to deliver services effectively and efficiently.
- The city will continue to support community development agencies that demonstrate good stewardship of public funds.
- The city will continue to support fair and workforce housing programs.
- The city will explore potential partnerships to enhance core services.



NEIGHBORHOOD INTEGRITY

GOAL

THE CITY'S NEIGHBORHOODS ARE LONG-TERM, VIABLE, SAFE AND APPEALING.

OBJECTIVES

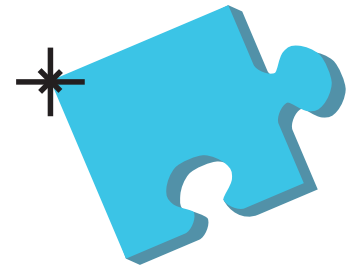
What does this mean for citizens?

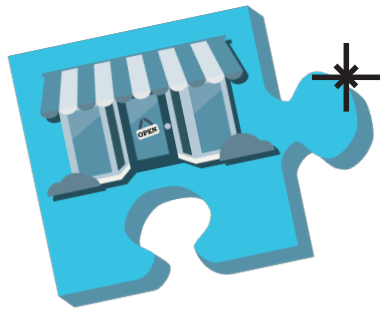
- The city has diverse housing choices, and property values are stable or increasing.
- The city strives to ensure citizens are satisfied with the quality of life in their neighborhoods.
- The city strives to mitigate the negative impacts of neglected properties.
- Citizens have numerous opportunities to actively engage in decisions that affect their neighborhoods.

ACTIONS

How will we achieve success?

- The city will strive to have proactive code enforcement.
- Federal and state funds will be used to help provide workforce housing and address community development needs and opportunities.
- The city will use a geographic-based approach to deliver police services.
- The Police Department's Community Enhancement Unit will provide proactive neighborhood support.
- The city will continue to invest in the maintenance and rehabilitation of neighborhood infrastructure and facilities.
- The city will continue its partnerships with Texas A&M University to educate renters.
- The city will expand mobile-ready technologies to inform citizens and engage them on city issues and concerns.
- The city will continue to plan with neighborhood residents to address concerns and capitalize on opportunities.
- The city will continue to support and partner with homeowner and neighborhood associations to proactively address their priorities and interests.





DIVERSE & GROWING ECONOMY

GOAL

THE CITY'S DIVERSE ECONOMY GENERATES HIGH-QUALITY, STABLE JOBS THAT STRENGTHEN THE SALES AND PROPERTY TAX BASE AND CONTRIBUTE TO AN EXCEPTIONAL QUALITY OF LIFE.

OBJECTIVES

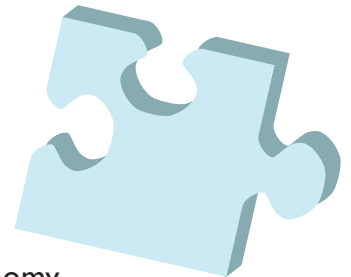
What does this mean for citizens?

- The city's annual taxable value increases.
- The city's annual sales tax and hotel occupancy tax receipts increase.
- The number of high-paying, full-time private sector jobs increases.
- Adequate, serviceable land is available for economic development opportunities.
- Opportunities are available for starting and operating businesses.
- The city will foster a culture of entrepreneurship.

ACTIONS

How will we achieve success?

- The city will support, expand, and diversify a consumer-oriented economy.
- The city will protect major economic assets from incompatible encroachments.
- The city will support efforts to expand and enhance broadband internet services.
- The city will support diverse, business-to-business services.
- The city will expand and diversify efforts that focus on job growth.
- The city will plan and invest in infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- The city will ensure that business impacts are considered in the development of regulations and standards.
- The city will ensure adequate, serviceable land is available for economic needs.
- The city will maintain and increase relationships with local, regional, and public/private economic partners.
- The city will promote the College Station brand through business recruitment and destination marketing efforts.
- The city will continue to develop and promote signature events, features, and venues for residents and visitors.





IMPROVING MOBILITY

GOAL

THE CITY HAS A SAFE, EFFICIENT, SUSTAINABLE AND WELL-CONNECTED MULTIMODAL AND INNOVATIVE TRANSPORTATION SYSTEM THAT CONTRIBUTES TO A HIGH QUALITY OF LIFE AND IS SENSITIVE TO SURROUNDING USES.

OBJECTIVES

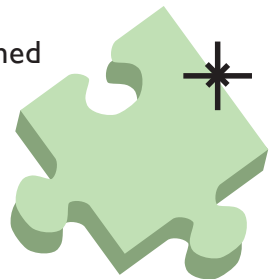
What does this mean for citizens?

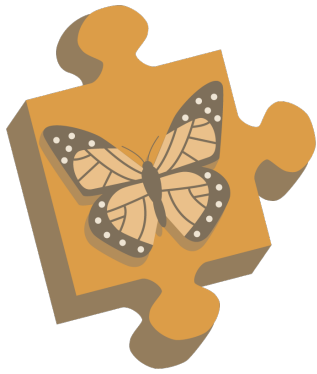
- The city increases the number of safe and complete ways to travel in town.
- The city increases the enforcement of traffic offenses in an effort to decrease vehicle accidents.
- City streets are not heavily congested for extended periods of time.
- City streets, sidewalks, bike lanes, and multi-modal paths are well-maintained and free of hazards.

ACTIONS

How will we achieve success?

- The city will provide streets that safely accommodate multimodal transportation.
- The city will ensure streets have features that promote pedestrian and bicycle safety.
- The city will seek transit opportunities through partnerships.
- The city will provide for land uses that support multimodal opportunities.
- The city will plan for infrastructure that meets projected growth and development.
- The city will seek federal and state funds to construct facilities.
- The city will make investments to help avoid long periods of traffic congestion.
- The city will promote a well-connected system of residential streets and collector avenues to ease the strain on expensive arterial boulevards.
- The city will identify and fund a multi-year capital improvements program.
- The city will maintain and rehabilitate the system to avoid costly replacement.
- The city will maximize the system's efficiency, including intersection improvements, traffic signal timing and signage.





SUSTAINABLE CITY

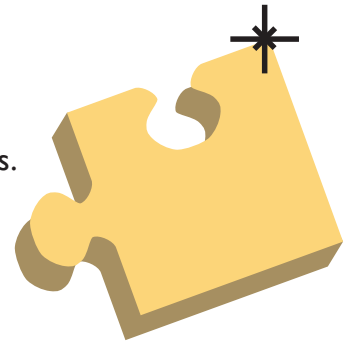
GOAL

THE CITY'S CONSERVATION AND ENVIRONMENTAL AWARENESS IS FISCALLY RESPONSIBLE AND RESULTS IN A REAL AND TANGIBLE RETURN ON INVESTMENT.

OBJECTIVES

What does this mean for citizens?

- The city utilizes and purchases power from renewable energy sources.
- The city reduces energy and water consumption.
- The city reduces the volume of waste generated.
- The city uses land efficiently, effectively, and equitably.
- The city protects vulnerable environmental features.
- The city reduces the risk associated with flooding and other natural hazards.



ACTIONS

How will we achieve success?

- The city will enhance its conservation and recycling efforts.
- The city will utilize renewable energy
- The city will purchase renewable energy.
- The city will protect its potable water supply and its ability to meet projected demands.
- The city will conduct sound land use planning guided by its Comprehensive Plan.
- The city will increase participation in FEMA's Community Rating System program.
- The city will acquire flood-prone areas and their associated riparian areas through its Greenway Acquisition program.
- The city will seek grants and other sources of outside funding to support its sustainability efforts.
- The city will encourage education about city conservation efforts and programs.
- The city will invest in co-production in service delivery where applicable.
- The city will identify strategies to utilize publicly owned land for future investments.



FY23 STRATEGIES

Good Governance

- Increase transparency and improve the public's ability to participate in government through efforts such as continuing to offer virtual options for public meetings, providing a centralized calendar for public meetings and events, and allowing citizens to book city facilities from the city's website.
- Work with College Station ISD to form a joint legislative committee.
- Explore annexation opportunities.
- Assist in the completion of transitional housing on Anderson.

Financial Sustainability

- Explore and pursue methods of diversifying the city's sources of revenue.
- Consider alternative infrastructure funding opportunities.

Core Services & Infrastructure

- Explore options for a community recreation center, convention center, or a combination of the two.
- Identify a site and begin design of Fire Station No. 7.
- Increase and expand programming in our parks system.
- Begin planning and design of Southwest Park.
- Make infrastructure improvements in aging areas.
- Explore options for expanded museums.



Neighborhood Integrity

- Provide options for affordable, dense housing options in Northgate, Wolf Pen Creek, and other targeted areas to relieve housing pressure in existing neighborhoods.

Diverse & Growing Economy

- Find opportunities to connect Century Square with Hensel Park.
- Pursue options for redevelopment at Post Oak Mall and Wolf Pen Creek Park.
- Expand Christmas in College Station.
- Improve infrastructure, programming, and opportunities in the Northgate area.
- Add gateway signage at every major entrance to College Station.

Improving Mobility

- Expand public transit options and increase multimodal infrastructure.
- Work with contractors to ensure multimodal infrastructure is included in project design.
- Develop a new relationship with Brazos Transit based on federal direction, including the need for local representation.

Sustainable City

- Examine ways to utilize co-production for service delivery.

March 23, 2023
Item No. 9.1.
Amendment to CUP Process

Sponsor: Molly Hitchcock, Assistant Director of Planning and Development

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A of the Code of Ordinances, "Unified Development Ordinance," Article 3, "Development Review Procedures, " Section 3.16, "Conditional Use Permits," regarding conditional use permits.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): The Planning and Zoning Commission heard this item at their March 2, 2023 meeting where they voted 5-1 to recommend approval. Staff also recommends approval of the ordinance amendment.

Summary: The Conditional Use permitting process allows the City Council, upon recommendation of the Planning and Zoning Commission, discretionary approval of land uses with unique or widely varying operating characteristics or unusual site development features. A Conditional Use permit is approved for particular use, on specific property, with a site plan that meets all Unified Development Ordinance (UDO) requirements and additional requirements that the City Council deems necessary to ensure the appropriateness and compatibility of the use with neighboring properties.

The UDO defines the process for permitting a Conditional Use, but it does not speak to minor changes or the duration, suspension, revocation, or expiration of a Conditional Use. The proposed amendment:

1. Makes minor formatting changes to capitalize defined terms.
2. Gives the UDO Administrator the ability to approve minor changes to a Conditional Use permit when structure heights are not increased, a building expansion is 10% or less, the building and/or use does not become closer to adjacent residential uses, and required open space is not reduced. More substantial changes would still require City Council approval through a new Conditional Use permit.
3. States the duration of a Conditional Use permit.
4. Defines the terms by which a Conditional Use expires.
5. Gives the City the ability to temporarily suspend a Conditional Use for public health and safety reasons (24 hours or until the danger is removed).
6. Clarifies that it is unlawful to violate the terms of a Conditional Use permit.
7. Establishes the City's ability to revoke a Conditional Use permit, for what reasons, and the process to do so.

The proposed ability of the UDO Administrator to approve minor changes to a Conditional Use will allow for a more efficient Conditional Use permitting process. The UDO allows the Administrator similar discretion for minor adjustments to development standards and Planned Development District

Concept Maps, and the process is similar to the practice in other communities in Texas.

Without language regarding the end of use, a Conditional Use may continue at a location until the use is amended, has been replaced by a different use, or the property rezoned. The proposed amendment will clearly state when a Conditional Use expires. A process is also defined to allow for the reconsideration and possible revocation of Conditional Uses permits that were obtained fraudulently, where the conditions of approval were violated, the uses were expanded without permission, or there were convictions of other code or ordinance violations.

Background: At their August 25, 2022 workshop meeting, the City Council heard a presentation from the Police Department regarding the current conditions of the Northgate Entertainment District and future options for improvement. One of the long-term solutions offered to Council to improve the environment of Northgate was to implement Conditional Use permits for bars, similar to elsewhere in the City. Currently, nightclubs, bars, and taverns are allowed by Conditional Use permit in College Station, with the exception of the Northgate zoning districts, where they are allowed by right. The Council directed staff to explore this and other solutions that were discussed.

Staff continues to research solutions as directed but have identified a need to amend the current Conditional Use permit process as proposed. To note—while the proposed changes originated from research regarding nightclubs, bars, and taverns, the amendment does not solely apply to these land uses but will affect all Conditional Use permits in the City.

Land uses requiring Conditional Use approval include:

- new multifamily developments and drive-in/thru windows in the WPC Wolf Pen Creek design district;
- outdoor educational facilities in the WE Wellborn Estate and E Estate zoning districts;
- commercial amusements in the SC Suburban Commercial, WC Wellborn Commercial, and retired C-3 Light Commercial zoning districts;
- commercial day care facilities in the MU Mixed-Use zoning district and retired R-4 Multi-Family and R-6 High Density Multi-Family districts;
- mobile food courts in MF Multi-Family, MU Mixed-Use, P-MUD Planned Mixed-Use District, GC General Commercial, WPC Wolf Pen Creek, NG-1 Core Northgate, and NG-2 Transitional Northgate;
- nightclubs, bars, and taverns in MF Multi-Family, MU Mixed-Use, P-MUD Planned Mixed-Use District, GC General Commercial, and WPC Wolf Pen Creek;
- recreational vehicle parks in GC General Commercial;
- retail sales and service of alcohol in MF Multi-Family and WPC Wolf Pen Creek;
- warehousing/distribution in BP Business Park; and
- major cell tower facilities in R Rural, O Office, GC General Commercial, CI Commercial Industrial, BP Business Park, and BPI Business Park Industrial districts and retired C-3 Light Commercial, M-1 Light Industrial, and R&D Research and Development districts.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. UDO 3.16. Conditional Use Permit Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 3, “DEVELOPMENT REVIEW PROCEDURES,” SECTION 3.16, “CONDITIONAL USE PERMITS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, REGARDING CONDITIONAL USE PERMITS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.16, “Conditional Use Permits,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 23th day of March, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

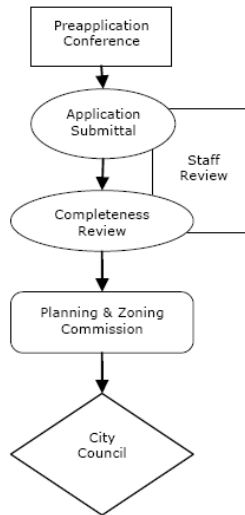
APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 3, “Development Review Procedures,” Section 3.16, “Conditional Use Permits” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 3.16. Conditional Use Permit.



A. Purpose.

Conditional Use permit review allows for City Council discretionary approval of uses with unique or widely-varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDO.

B. Applicability.

Conditional Uses are generally compatible with those uses permitted by right in a zoning district, but require individual review of their location, design, configuration, Density and intensity, and may require the imposition of additional conditions to ensure the appropriateness and compatibility of the use at a particular location.

C. Applications.

A complete application for a Conditional Use permit shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 Development Review Procedures of this UDO. A complete Site Plan must accompany all applications for a Conditional Use permit.

D. Approval Process.

1. Preapplication Conference.

Prior to the submission of an application for a Conditional Use permit, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

2. Review and Report by Administrator.

Once the application is complete, the Administrator shall review the proposed Development subject to the criteria enumerated in the Conditional Use Review Criteria Subsection below and give a report to the Planning and Zoning Commission on the date of the scheduled Public Hearing.

3. Planning and Zoning Commission Recommendation.**a. Notice.**

The Planning and Zoning Commission shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3 Development Review Procedures of this UDO.

b. Public Hearing.

After review of the Conditional Use application, subject to the criteria enumerated in the Conditional Use Review Criteria Subsection below, the Planning and Zoning Commission shall hold a Public Hearing and recommend to the City Council such action as the Planning and Zoning Commission deems proper.

4. City Council Action.**a. Notice.**

The City Council shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3 of this UDO.

b. Public Hearing.

The City Council shall hold a Public Hearing after review of the Conditional Use application, subject to the criteria enumerated in Section E below. With consideration of the recommendation provided by the Planning and Zoning Commission, the City Council shall approve, approve with modifications or conditions, or disapprove the Conditional Use application.

E. Conditional Use Review Criteria.

The City Council may approve an application for a Conditional Use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The City Council shall consider the following criteria in its review:

1. Purpose and Intent of the UDO.

The proposed use shall meet the purpose and intent of this UDO and the use shall meet all the minimum standards established in this UDO for this type of use.

2. Consistency with the Comprehensive Plan.

The proposed use shall be consistent with the Development policies and goals and objectives as embodied in the Comprehensive Plan.

3. Compatibility with the Surrounding Area.

The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

4. Harmonious with the Character of the Surrounding Area.

The proposed Site Plan and circulation plan shall be harmonious with the character of the surrounding area.

5. Infrastructure Impacts Minimized.

The proposed use shall not negatively impact existing Land Uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.

6. Effect on the Environment.

The proposed use shall not negatively impact existing Land Uses in the area or in the City.

F. Additional Conditions.

The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this UDO and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, utilities, drainage facilities, sidewalks, and screening.

G. Enlargement, Modification, or Structural Alteration

1. A Building, Premise, or use under a Conditional Use permit may be enlarged, modified, structurally altered, or otherwise changed without applying for a new Conditional Use permit provided the Administrator determines that the changes do not:
 - a. Increase the height of Structures;
 - b. Increase Building square footage from its size at the time the original Conditional Use permit was granted by greater than ten percent (10%);
 - c. Reduce the distance between a Building or noise-generating activity on the property and an adjacent, off-site residential Land Use. This provision shall not apply should the property and the residential Land Use be separated by a major thoroughfare depicted on the City's Thoroughfare Plan; or
 - d. Reduce the buffer yard or buffer plantings as indicated on the previously approved Site Plan.
2. The Administrator may require a new application for a Conditional Use permit for any reason when an enlargement, modification, or structural alteration is proposed.
3. All other enlargements, modifications, structural alterations, or changes shall require the approval of a new Conditional Use permit.

H. Duration; Expiration; Suspension; Violation; Revocation

1. Duration.

A Conditional Use permit shall remain in effect until it expires, is suspended, or is revoked in accordance with this Section.

2. Expiration.

A Conditional Use permit shall expire if:

- a. A construction permit, if any, for the Conditional Use has not been approved within one (1) year of the date of approval of the Conditional Use permit;
- b. The construction permit subsequently expires;
- c. The Conditional Use has been discontinued for a period exceeding three (3) months; or
- d. A termination date attached to the Conditional Use permit has passed.

3. Suspension.

In accordance with the authority granted to municipalities by the state, the City shall have the right to immediately suspend the Conditional Use permit for any property where the Premises are determined to be an immediate hazard to the health and safety of any person or an immediate danger to any adjacent property. The suspension shall be for a period not to exceed twenty-four (24) hours or until the danger or hazard is removed.

4. Violation.

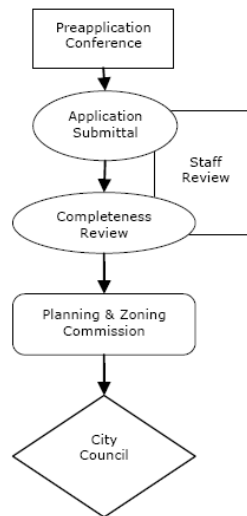
It is unlawful for any Person to violate or to cause or permit to be violated any terms or conditions of a Conditional Use permit or upon which a Conditional Use permit was issued.

5. Revocation.

The revocation of a Conditional Use permit shall follow the following revocation procedure:

- a. If the Administrator determines, based on inspection or investigation by the City, that there are reasonable grounds for revocation of a Conditional Use permit, a public hearing shall be set before the Planning and Zoning Commission for a recommendation and a public hearing before the City Council for the consideration of an ordinance amendment. Circumstances that warrant revocation of an approved Conditional Use permit application shall include but not be limited to the following:
 - 1) There is a conviction for a violation of any of the provisions of the Unified Development Ordinance, the ordinance approving the Conditional Use, or any ordinance of the City that occurs on the property for which the Conditional Use permit is granted;
 - 2) The Building, Premise, or uses under the Conditional Use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate Conditional Use permit for such enlargement, modification, structural alteration, or change, unless Administrator had determined that such enlargement, modification, or structural alteration did not require a new Conditional Use permit, as described in the Applicability Subsection above;
 - 3) Violation of any provision of the Site Plan encompassing the property for which the Conditional Use permit was issued for, terms, or conditions of a Conditional Use permit; or
 - 4) The Conditional Use permit was obtained by fraud or with deception.
- b. The revocation process shall be conducted as for the Conditional Use permit, including giving notice to the holder of the Conditional Use permit and property owners within 200 feet of the public hearings in the manner provided in the Required Public Notice Subsection of the General Approval Procedures Section in Article 3 Development Review Procedures of this UDO.
- c. The City Council may revoke the Conditional Use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the Conditional Use permit to attach conditions to assure that the terms, conditions, and requirements of the Conditional Use permit be met.
- d. Upon the effective date of the revocation set by City Council, it shall be unlawful to undertake or perform any activity that was previously authorized by the Conditional Use permit. The property subject to the Conditional Use permit may be used for any permitted use within the base zoning district.

Sec. 3.16. Conditional Use Permit.



A. Purpose.

Conditional ~~u~~se permit review allows for City Council discretionary approval of uses with unique or widely-varying operating characteristics or unusual site development features, subject to the terms and conditions set forth in this UDO.

B. Applicability.

Conditional ~~u~~ses are generally compatible with those uses permitted by right in a zoning district, but require individual review of their location, design, configuration, ~~d~~ensity and intensity, and may require the imposition of additional conditions ~~in order~~ to ensure the appropriateness and compatibility of the use at a particular location.

C. Applications.

A complete application for a ~~e~~Conditional ~~u~~se permit shall be submitted to the Administrator as set forth in the General Approval Procedures Section in Article 3 ~~Development Review Procedures~~ of this UDO. A complete ~~s~~ite ~~p~~lan must accompany all applications for a ~~e~~Conditional ~~u~~se permit.

D. Approval Process.

1. Preapplication Conference.

Prior to the submission of an application for a ~~e~~Conditional ~~u~~se permit, applicants are encouraged to schedule and attend an optional preapplication conference in accordance with and for the purposes as set forth elsewhere in this UDO for preapplication conferences.

2. Review and Report by Administrator.

Once the application is complete, the Administrator shall review the proposed ~~d~~development subject to the criteria enumerated in ~~Section E~~the Conditional Use Review Criteria Subsection below, and give a report to the Planning and Zoning Commission on the date of the scheduled Public Hearing.

3. Planning and Zoning Commission Recommendation.

a. Notice.

The Planning and Zoning Commission shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3- Development Review Procedures of this UDO.

b. **Public Hearing.**

After review of the ~~e~~Conditional ~~u~~Use application, subject to the criteria enumerated in ~~Section E~~the Conditional Use Review Criteria Subsection below, the Planning and Zoning Commission shall hold a Public Hearing and recommend to the City Council such action as the Planning and Zoning Commission deems proper.

4. **City Council Action.**

a. **Notice.**

The City Council shall publish, post, and mail notice in accordance with the General Approval Procedures Section in Article 3 of this UDO.

b. **Public Hearing.**

The City Council shall hold a Public Hearing after review of the ~~e~~Conditional ~~u~~Use application, subject to the criteria enumerated in Section E below. With consideration of the recommendation provided by the Planning and Zoning Commission, the City Council shall approve, approve with modifications or conditions, or disapprove the ~~e~~Conditional ~~u~~Use application.

E. **Conditional Use Review Criteria.**

The City Council may approve an application for a ~~e~~Conditional ~~u~~Use where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The City Council shall consider the following criteria in its review:

1. **Purpose and Intent of the UDO.**

The proposed use shall meet the purpose and intent of this UDO and the use shall meet all the minimum standards established in this UDO for this type of use.

2. **Consistency with the Comprehensive Plan.**

The proposed use shall be consistent with the ~~d~~Development policies and goals and objectives as embodied in the Comprehensive Plan ~~for development of the City.~~

3. **Compatibility with the Surrounding Area.**

The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

4. **Harmonious with the Character of the Surrounding Area.**

The proposed ~~s~~Site ~~p~~Plan and circulation plan shall be harmonious with the character of the surrounding area.

5. **Infrastructure Impacts Minimized.**

The proposed use shall not negatively impact existing Land ~~u~~Uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.

6. **Effect on the Environment.**

The proposed use shall not negatively impact existing Land ~~u~~Uses in the area or in the City.

F. Additional Conditions.

The City Council may impose additional reasonable restrictions or conditions to carry out the spirit and intent of this UDO and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, additional landscaping, and additional improvements such as curbing, utilities, drainage facilities, sidewalks, and screening.

{Ord. No. 2012-3449, Pt. 1(Exh. E), 9-27-2012}

G. Enlargement, Modification, or Structural Alteration

1. A Building, Premise, or use under a Conditional Use permit may be enlarged, modified, structurally altered, or otherwise changed without applying for a new Conditional Use permit provided the Administrator determines that the changes do not:
 - a. Increase the height of Structures;
 - b. Increase Building square footage from its size at the time the original Conditional Use permit was granted by greater than ten percent (10%);
 - c. Reduce the distance between a Building or noise-generating activity on the property and an adjacent, off-site residential Land Use. This provision shall not apply should the property and the residential Land Use be separated by a major thoroughfare depicted on the City's Thoroughfare Plan; or
 - d. Reduce the buffer yard or buffer plantings as indicated on the previously approved Site Plan.
2. The Administrator may require a new application for a Conditional Use permit for any reason when an enlargement, modification, or structural alteration is proposed.
3. All other enlargements, modifications, structural alterations, or changes shall require the approval of a new Conditional Use permit.

H. Duration; Expiration; Suspension; Violation; Revocation

1. Duration.

A Conditional Use permit shall remain in effect until it expires, is suspended, or is revoked in accordance with this Section.

2. Expiration.

A Conditional Use permit shall expire if:

- a. A construction permit, if any, for the Conditional Use has not been approved within one (1) year of the date of approval of the Conditional Use permit;
- b. The construction permit subsequently expires;
- c. The Conditional Use has been discontinued for a period exceeding three (3) months; or
- d. A termination date attached to the Conditional Use permit has passed.

3. Suspension.

In accordance with the authority granted to municipalities by the state, the City shall have the right to immediately suspend the Conditional Use permit for any property where the Premises are determined to be an immediate hazard to the health and safety of any person or an immediate danger to any adjacent property. The suspension shall be for a period not to exceed twenty-four (24) hours or until the danger or hazard is removed.

4. Violation.

It is unlawful for any Person to violate or to cause or permit to be violated any terms or conditions of a Conditional Use permit or upon which a Conditional Use permit was issued.

5. Revocation.

The revocation of a Conditional Use permit shall follow the following revocation procedure:

- a. If the Administrator determines, based on inspection or investigation by the City, that there are reasonable grounds for revocation of a Conditional Use permit, a public hearing shall be set before the Planning and Zoning Commission for a recommendation and a public hearing before the City Council for the consideration of an ordinance amendment. Circumstances that warrant revocation of an approved Conditional Use permit application shall include but not be limited to the following:
 - 1) There is a conviction of a violation of any of the provisions of the Unified Development Ordinance, the ordinance approving the Conditional Use, or any ordinance of the City that occurs on the property for which the Condition Use permit is granted;
 - 2) The Building, Premise, or uses under the Conditional Use permit is enlarged, modified, structurally altered, or otherwise significantly changed without the approval of a separate Conditional Use permit for such enlargement, modification, structural alteration, or change, unless Administrator had determined that such enlargement, modification, or structural alteration did not require a new Conditional Use permit, as described in the Applicability Subsection above;
 - 3) Violation of any provision of the Site Plan encompassing the property for which the Conditional Use permit was issued for, terms, or conditions of a Conditional Use permit; or
 - 4) The Conditional Use permit was obtained by fraud or with deception.
- b. The revocation process shall be conducted as for the Conditional Use permit, including giving notice to the holder of the Conditional Use permit and property owners within 200 feet of the public hearings in the manner provided in the Required Public Notice Subsection of the General Approval Procedures Section in Article 3 Development Review Procedures of this UDO.
- c. The City Council may revoke the Conditional Use permit, deny the revocation and allow the use to continue, or deny the revocation and amend the Conditional Use permit to attach conditions to assure that the terms, conditions, and requirements of the Conditional Use permit be met.
- ~~b.~~d. Upon the effective date of the revocation set by City Council, it shall be unlawful to undertake or perform any activity that was previously authorized by the Conditional Use permit. The property

subject to the Conditional Use permit may be used for any permitted use within the base zoning district.

March 23, 2023
Item No. 9.2.
Cooner Street Rezoning

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from MF Multi-Family to MH Middle Housing for approximately 1.12 acres being Lots 13-16 of the Cooner Addition, generally located at 301, 303, 305, and 307 Cooner Street.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their March 3, 2023 meeting and voted 5 - 1 to recommend approval. Staff also recommends approval.

Summary: This request is to rezone approximately 1.12 acres of land being four platted lots generally located at 301, 303, 305, and 307 Cooner St from MF Multi-Family to MH Middle Housing. The subject properties were platted in 1940 and are currently developed as single-family homes. It is the applicant’s intent to redevelop the lots to build duplexes.

Rezoning Review Criteria

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject properties are designated on the Comprehensive Plan Future Land Use & Character Map as Mixed Residential and are within the Texas Avenue and University Drive Redevelopment Area. For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for a mix of moderate density residential development including townhomes, duplexes, small multifamily buildings (3-12 unit), and limited small-lot single family. These areas are appropriate for residential infill and redevelopment that allows original character to evolve. These areas may serve as buffers between more intense multi-family residential or mixed-use development and suburban residential or neighborhood conservation areas.

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. This rezoning request aligns with that vision.

The zoning districts that are generally appropriate within this land use include: middle housing, duplex, townhouse, and limited-scale single-family zoning.

The Comprehensive Plan discusses residential infill and redevelopment in both Chapter 3, Strong Neighborhoods and Chapter 8, Managed Growth. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods. As a tool for redevelopment, the request allows a mix of housing types with smaller lot sizes and is aligned with the Comprehensive Plan. The MH Middle Housing zoning district allows a variety of housing options by right—detached single-family homes, duplexes, townhomes, Courtyard houses, small and medium multiplexes, and live-work units.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The subject property is surrounded by single-family homes in the City of Bryan to the north and duplex and multi-family developments to the east, south and west. The residential uses permitted in MH Middle Housing zoning district are appropriate in the context of the area as it would allow for additional, medium-density residential development in the area.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject properties are suitable for single-family, townhouse, duplex, and multiplex uses, although some uses would require replatting of the lots to fit the dimensional standards of the MH Middle Housing zoning district.

4. Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property fronts Cooner Street. Each residential lot will take access off Cooner Street as it is a local street. Per the MH Middle Housing zoning standards, rear parking is required if the proposed use requires four or more parking spaces. The proposed use is expected to generate less than 150 trips in any peak hour; therefore, a TIA was not required.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant mentions that the properties are close to Texas A&M University and will serve the student population, and while the current uses allowed are marketable, duplexes are equally as appropriate and marketable for these lots.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Rezoning Exhibit
4. Applicant's Supporting Information

5. Background Information
6. Existing Future Land Use Map
7. Rezoning Map

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM MF MULTI-FAMILY TO MH MIDDLE HOUSING AFFECTING APPROXIMATELY 1.12 ACRES BEING LOTS 13-16 OF THE COONER ADDITION AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 23rd day of March, 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

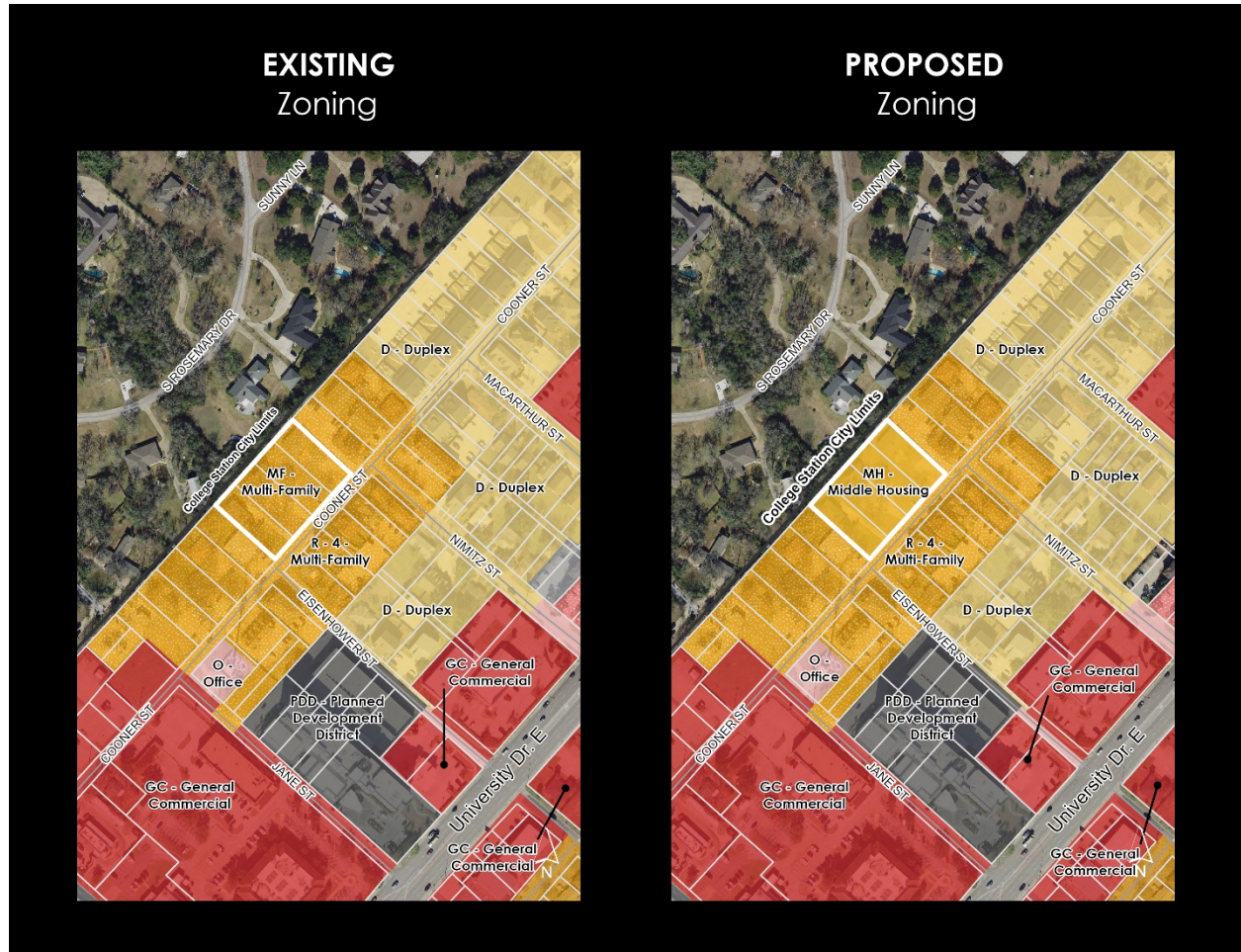
Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from MF Multi-Family to MH Middle Housing:

LOTS 13-16 OF THE COONER ADDITION

Exhibit B



VICINITY MAP

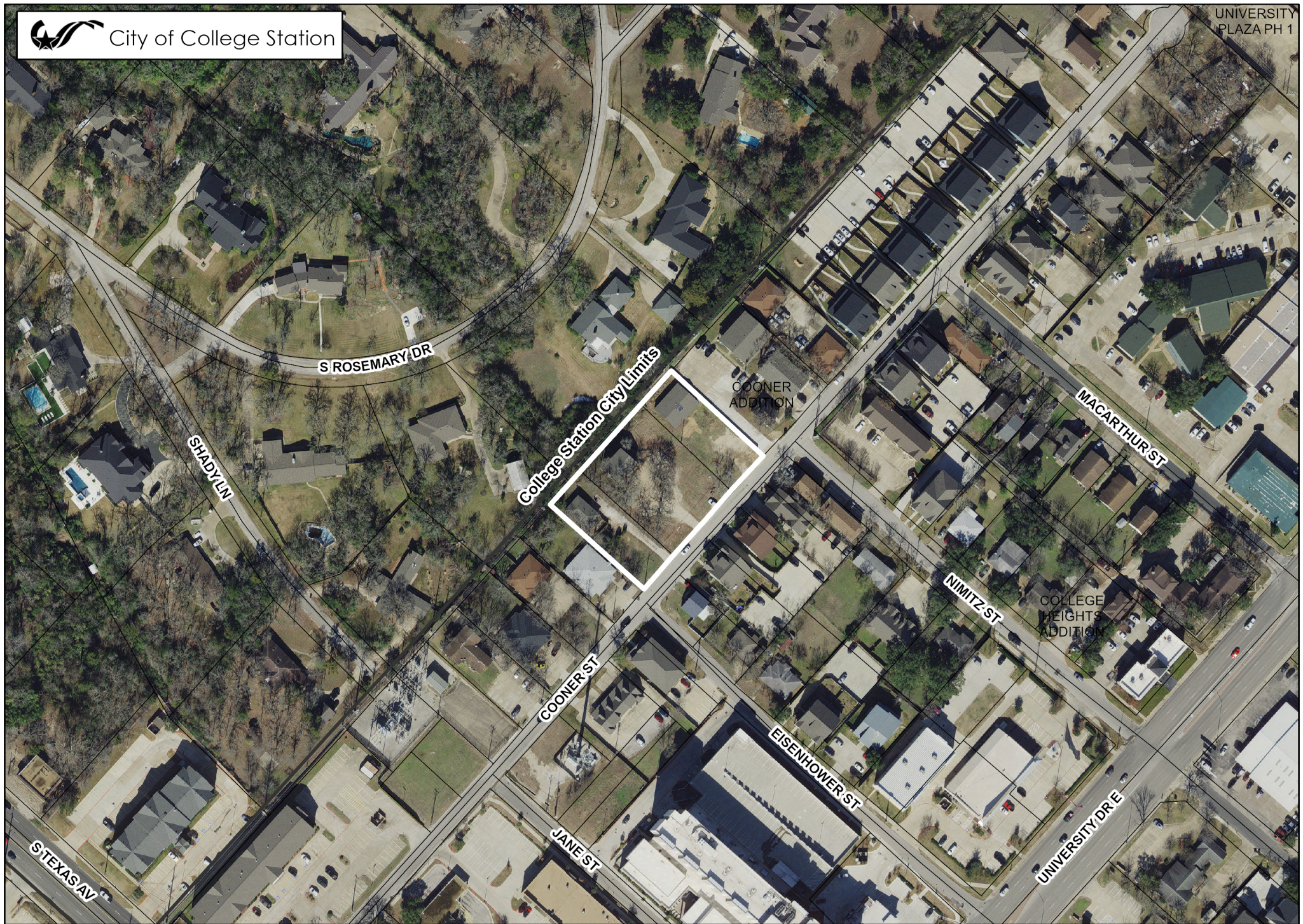
COONER STREET REZONING
REZ2023-000002

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



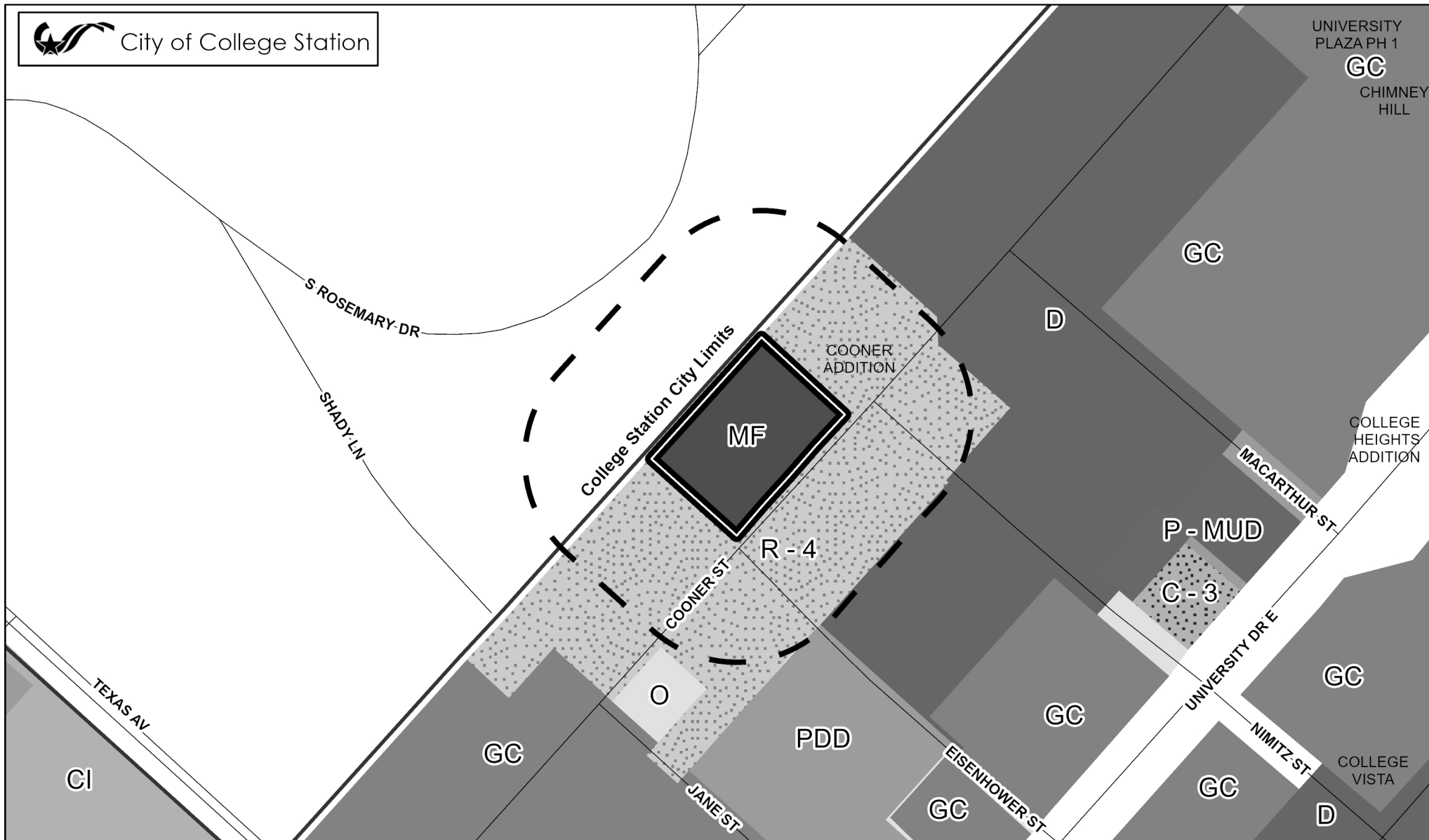


0 175 350 Feet

COONER STREET REZONING

Case:
REZ2023-000002

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
RS	Restricted Suburban		
GS	General Suburban		
D	Duplex		
T	Townhome		

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

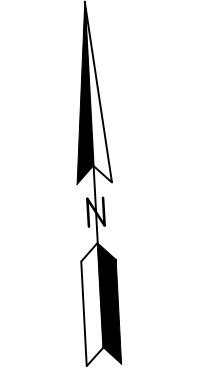
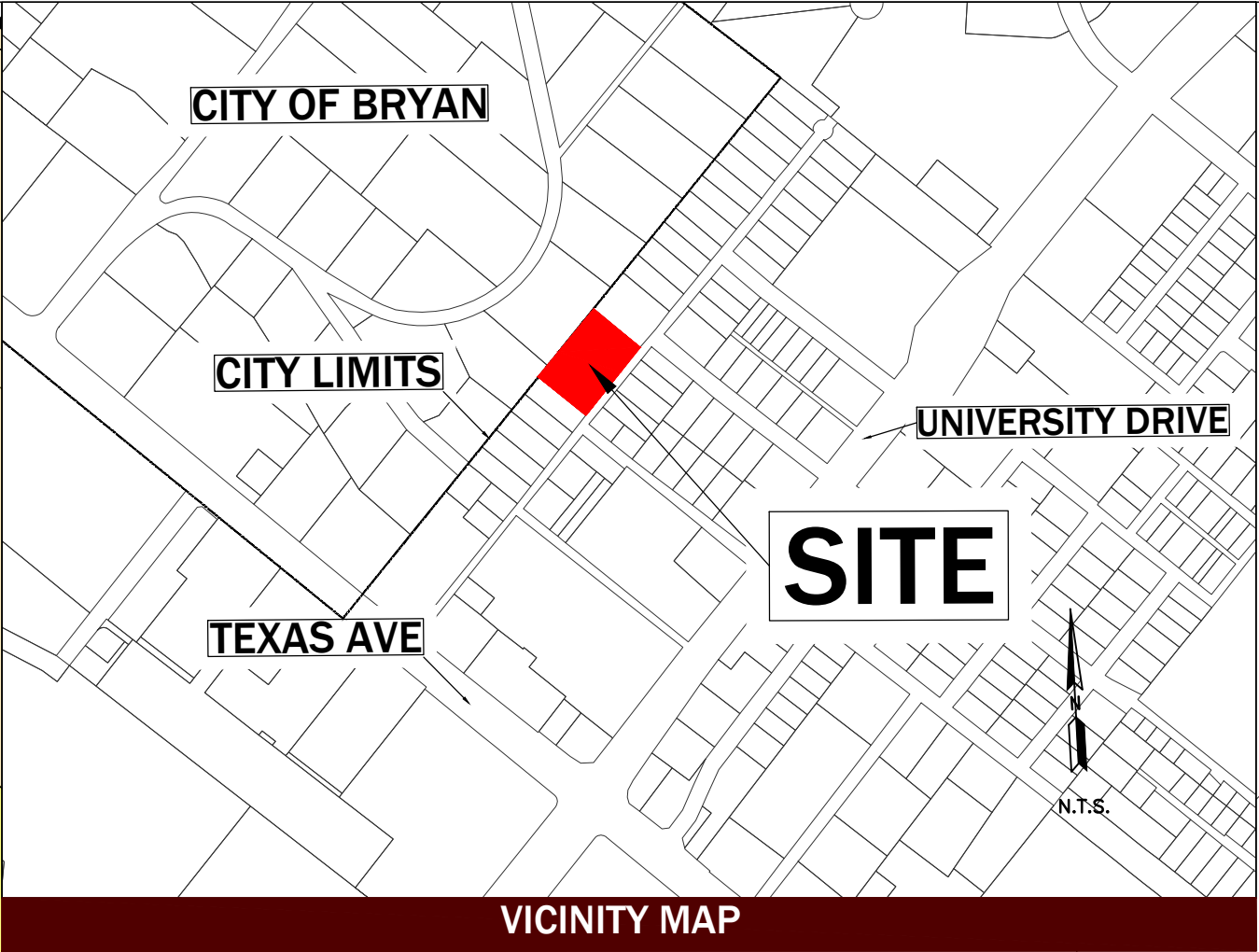


0 212.5 425 Feet

COONER STREET REZONING

Case:
REZ2023-000002

REZONING



Scale:
1 inch = 40 feet

LEGEND

MF MULTI
FAMILY

MH MIDDLE
HOUSING

GC GENERAL
COMMERCIAL

O OFFICE

PDD PLANNED
DVPMT DISTCT

R-4 MULTI
FAMILY

D DUPLEX

PROPERTY
BOUNDARY

CITY LIMITS

COONER, BLOCK 1, LOT 13, Acres: 0.28
AND
COONER, BLOCK 1, LOT 14 & 15, &
ASSOCIATED BPP, Acres: 0.56
AND
COONER, BLOCK 1, LOT 16, Acres: 0.28
Existing Zoning: MF MULTI-FAMILY

COONER, BLOCK 1, LOT 13, Acres: 0.28
AND
COONER, BLOCK 1, LOT 14 & 15, &
ASSOCIATED BPP, Acres: 0.56
AND
COONER, BLOCK 1, LOT 16, Acres: 0.28
Proposed Zoning: MH MIDDLE HOUSING

Number	Owner	Legal Description	Existing Land Use	Existing Zoning
1	DANIEL ECIL R & PATRICIA K	COONER, BLOCK 1, LOT 12	Mixed Residential	R-4 Multi-Family
2	DRGR LLC	COONER, BLOCK 1, LOT 17 & 18, & ASSOCIATED BPP	Mixed Residential	R-4 Multi-Family

EXISTING

PROPOSED



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: COONER STREET REZONING

Address: 303 COONER ST

Legal Description: COONER, BLOCK 1, LOT 14 & 15, & ASSOCIATED BPP

Total Acreage: 1.12

Applicant:: MITCHELL & MORGAN

Property Owner: GUMA INC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

As the student population at Texas A&M University continues to grow, the need for housing close to the University becomes more important. The Comprehensive Plan recognizes this need and includes a new land use designation ideal for infill redevelopment that will accommodate a variety of moderate density residential land uses. These properties are ideal for redevelopment and this rezoning to allow middle housing residences, such as duplexes will further implement the Plan.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The Comprehensive Plan indicates these properties are designated for Mixed Residential uses. Mixed residential is intended for a mix of medium density uses and the MH Middle Housing zoning district was created to implement the desire for varied densities. There is a variety of housing types along Cooner Street and in the vicinity. Duplexes will further support the mix of housing types and is in accordance with the Comprehensive Plan. These properties are also located within a Redevelopment area on the Comprehensive Plan. Redeveloping these properties will enhance the character and value of the neighborhood.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

Multi-family development is also suitable for the property and would be more appropriate if there was an opportunity to consolidate additional property. With only these properties available for redevelopment, the MH Middle Housing zoning district is more suitable for these lots.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Duplexes contribute to the desired mix of densities and housing types specified in the Mixed Residential land use designation making this development very suitable for the property. Duplexes are especially suitable due to the proximity to Texas A&M University.

Explain the suitability of the property for uses permitted by the current zoning district.

Duplexes contribute to the desired mix of densities and housing types specified in the Mixed Residential land use designation making this development very suitable for the property. Duplexes are especially suitable due to the proximity to Texas A&M University.

Explain the marketability of the property for uses permitted by the current zoning district.

Multi-family uses as permitted by the existing zoning district are marketable on this property, similar to how other surrounding properties have developed. These properties are close in proximity to Texas A&M University and will serve the student population. Duplexes are equally as appropriate and marketable for these lots and will serve the same purpose.

List any other reasons to support this zone change.

N/A

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: March 2, 2023
Advertised Council Hearing Date: March 23, 2023

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

None

Property owner notices mailed: 28

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

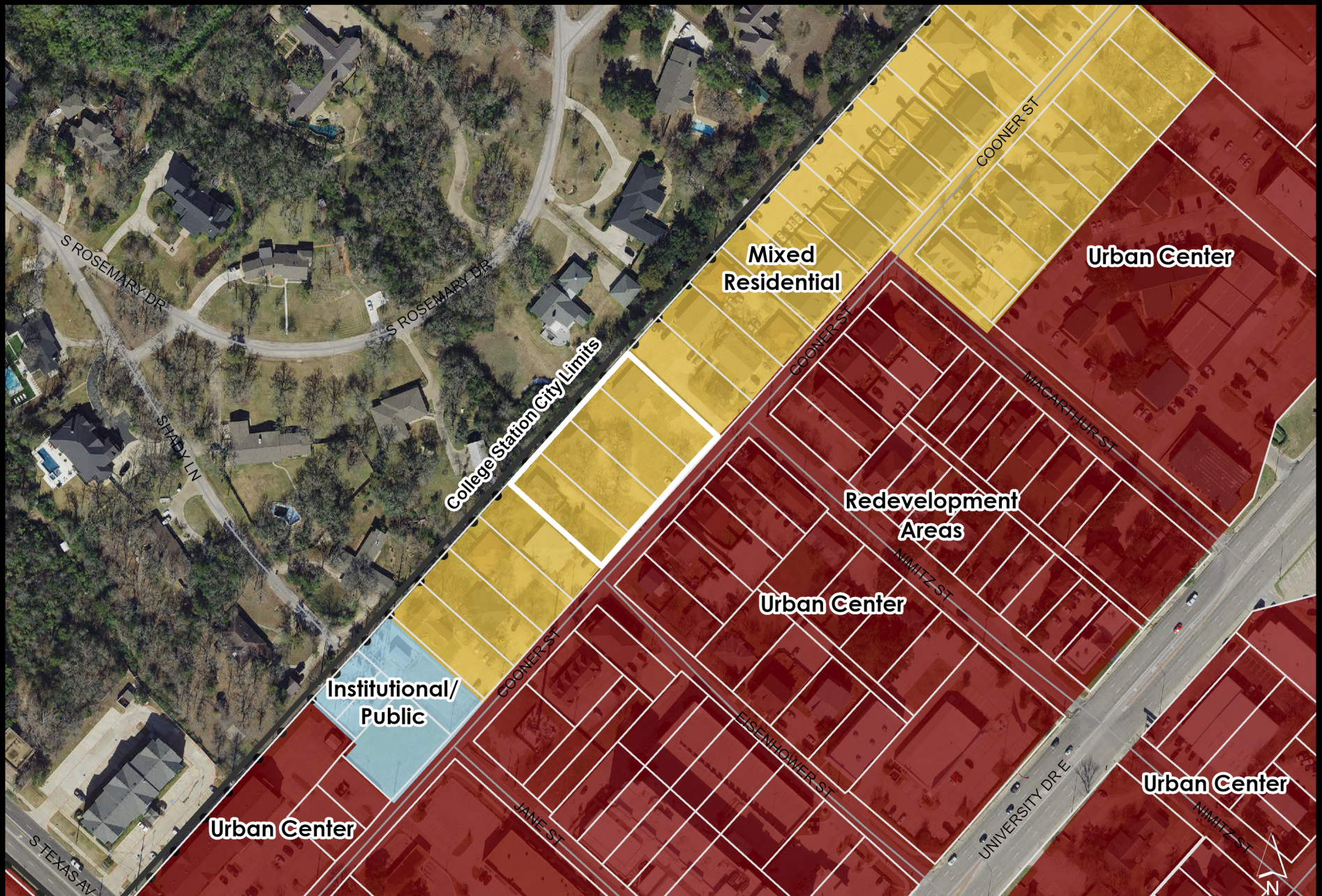
Direction	Comprehensive Plan	Zoning	Land Use
North	N/A (City of Bryan)	N/A (City of Bryan)	Residential
South	Urban Center and Local street	R-4 Multi-Family	Duplex and Cooner Street (local street)
East	Mixed Residential	R-4 Multi-Family	Fourplex
West	Mixed Residential	R-4 Multi-Family	Duplex

DEVELOPMENT HISTORY

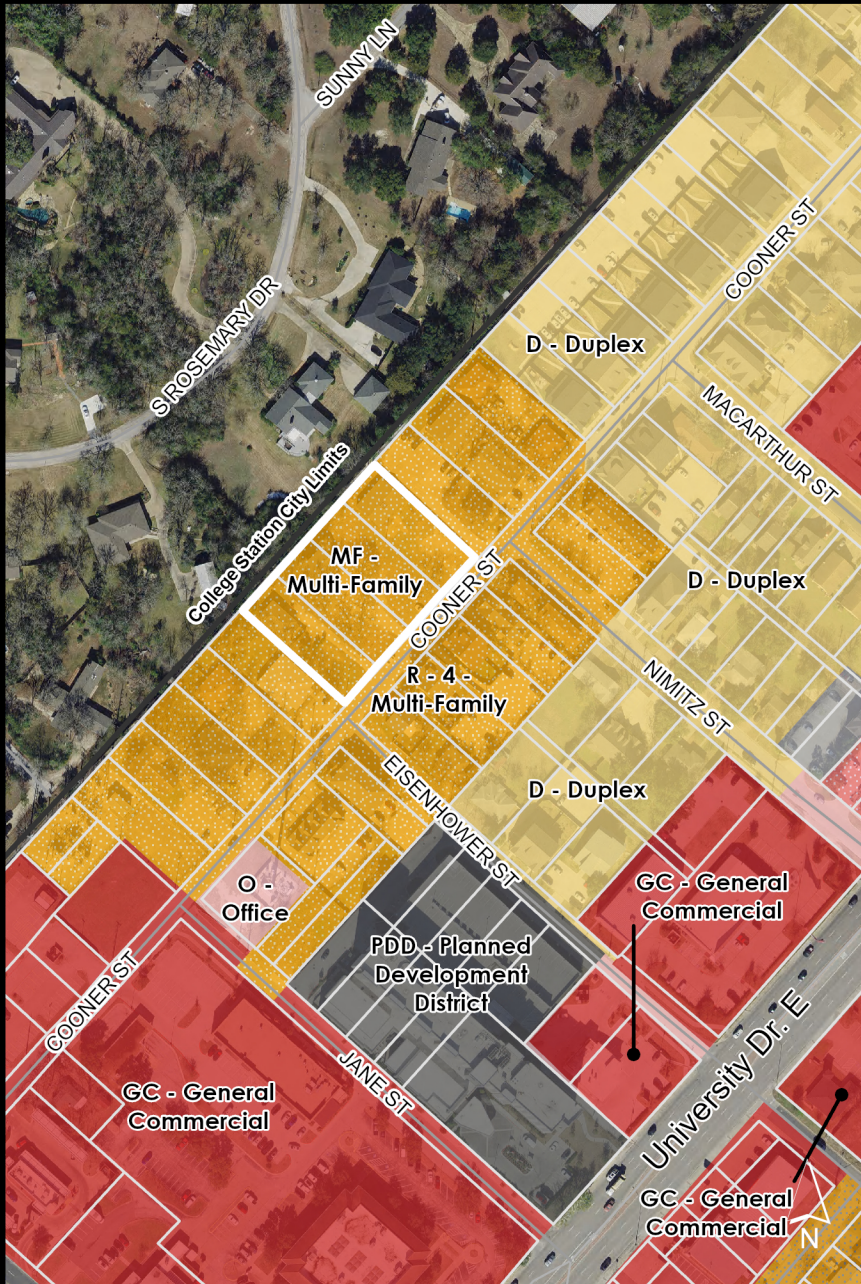
Annexed: April 1951
Zoning: R-1 Single Family Residential (upon annexation 1951)
R-4 Multi-Family (1978)
MF Multi-Family (2016)
Final Plat: Cooner Addition
Site Development: Single Family Residential and Multi-Family

EXISTING

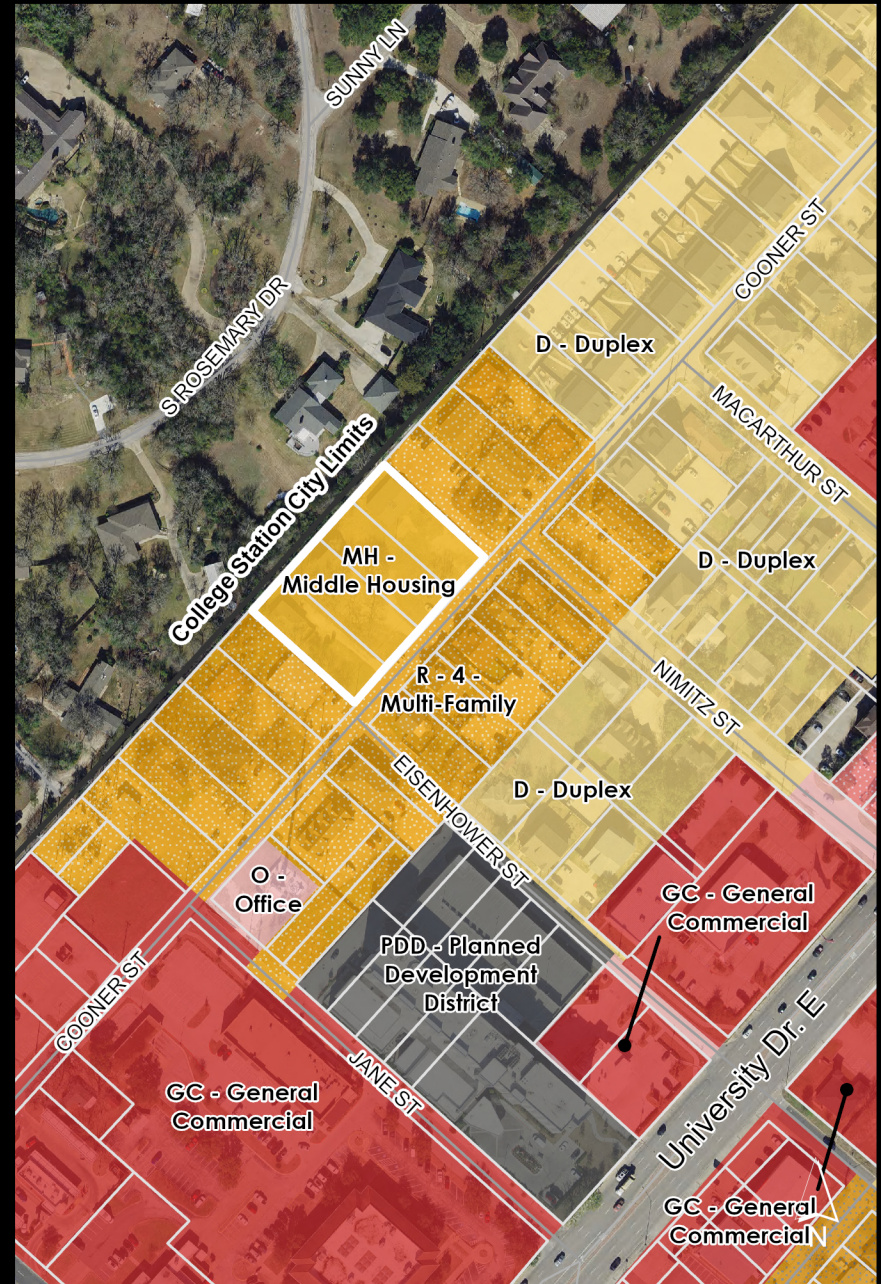
Future Land Use



EXISTING Zoning



PROPOSED Zoning



March 23, 2023

Item No. 9.3.

Presentation, discussion, and possible action on a resolution approving and adopting the City's Public Private Partnership (P3) Program Guidelines.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving and adopting the City's Public Private Partnership (P3) Program Guidelines.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends review and approval of the resolution.

Summary: To assist municipalities with their growing infrastructure and government facility needs, the State of Texas enacted the Public and Private Facilities and Infrastructure Act (the "Act") to allow greater use of public-private partnerships (P3). The Act allows for partnerships between public and private entities as an alternate method of procurement to expedite the timing and reduce the costs of such projects. The purpose of the Act is to provide governmental entities with the greatest possible flexibility in contracting with private entities or other persons to provide public services through Qualifying Projects. The Act became effective September 1, 2011 and is codified as Chapter 2267 of the Texas Government Code.

By approving and adopting the P3 Program Guidelines, City Council is permitting the use and utilization of public private partnerships and publicly recording the P3 Program Guidelines to encourage private entity participation, creativity, and competition, and to guide the selection of Qualifying Projects.

Budget & Financial Summary: None

Attachments:

1. Resolution Adopting P3 Program Guidelines - Rev. 3-14-2023
2. Ex. A - COCS P3 Program Guidelines - Rev. 3-16-2023

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPROVING AND ADOPTING THE CITY'S PUBLIC PRIVATE PARTNERSHIP PROGRAM GUIDELINES.**

WHEREAS, it is a paramount goal of the City of College Station, Texas ("City") to ensure the financial integrity of the City and to meet all legal requirements associated with public purchasing; and

WHEREAS, in accordance with the Public and Private Facilities and Infrastructure Act, Chapter 2267, Texas Government Code, for the purpose of encouraging private entity participation, creativity and completion and to guide the selection of qualifying projects in the public-private partnership development program, including the adoption of guidelines by local governments; and

WHEREAS, City Staff has proposed that the Council approve and adopt this Resolution that establishes the City's Public Private Partnership Program Guidelines for the development or operation of qualifying projects that provide public services, facilities, and related functions, as attached as **Exhibit "A"** to this Resolution; and

WHEREAS, the City's Public Private Partnership Program Guidelines require that the City Council review the program guidelines and to approve and adopt a resolution stating the review has been completed and recording any changes made to the program guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.

PART 2: That the City Council of the City has completed its review of the City's Public Private Partnership Program Guidelines and any changes made to the program guidelines are recorded in the official City Council Meeting Minutes and will be incorporated into the final program guidelines.

PART 3: That the City Council hereby approves and adopts the City's Public Private Partnership Program Guidelines, which are attached hereto as **Exhibit "A"**.

PART 4: That this Resolution shall become effective immediately after passage and approval.

ADOPTED this 23rd day of March, A.D. 2023.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

PUBLIC PRIVATE PARTNERSHIP PROGRAM GUIDELINES

Public Private Partnership Program Guidelines

City of College Station, Texas

Adopted by Resolution No. _____
on March 23, 2023

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I. INTRODUCTION

A. ACT OVERVIEW

To assist municipalities with their growing infrastructure and government facility needs, the State of Texas enacted the Public and Private Facilities and Infrastructure Act (the “Act”) to allow greater use of public-private partnerships. The Act allows for partnerships between public and private entities as an alternate method of procurement to expedite the timing and reduce the costs of such projects. The purpose of the Act is to provide governmental entities with the greatest possible flexibility in contracting with Private Entities or other persons to provide public services through Qualifying Projects.

By enacting the Act, the Texas Legislature found that:

1. there is a public need for timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, and installation of education facilities, technology and other public infrastructure, and government facilities in this state that serve a public need and purpose;
2. the public need may not be wholly satisfied by existing methods of procurement in which Qualifying Projects are acquired, designed, constructed, improved, renovated, expanded, equipped, maintained, operated, implemented, or installed;
3. there are inadequate resources to develop new education facilities, technology and other public infrastructure, and government facilities for the benefit of the citizens of this state, and there is demonstrated evidence that partnerships between public entities and private entities or other persons can meet these needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public;
4. financial incentives exist under state and federal tax provisions that encourage public entities to enter into partnerships with private entities or other persons to Develop Qualifying Projects; and
5. authorizing private entities or other persons to Develop or Operate one or more Qualifying Projects may serve the public safety, benefit, and welfare by making the projects available to the public in a more timely or less costly fashion.

The Act became effective September 1, 2011 and is codified as Chapter 2267 of the Texas Government Code.

B. GUIDELINES OVERVIEW

On March 23, 2023, the College Station City Council passed Resolution No. _____ electing to utilize public-private partnerships and adopting these Guidelines to encourage Private Entity participation, creativity, and competition, and to guide the selection of Qualifying Projects. The Guidelines will furnish the private sector with a predictable and uniform process to respond to solicitations for Qualified Projects. These Guidelines are intended to encourage competition and guide the selection of Qualifying Projects under the purview of the City of College Station (“City”). Nothing in these Guidelines shall prevent the City from utilizing other procurement laws or methods at its discretion, including for a project that meets the definition of a Qualifying Project.

C. DESIGNATED CONTACT

The City of College Station designates the following representative or position, as may be amended by the City from time to time, to meet with Private Entities who are considering submitting a Proposal:

Director of Fiscal Services
City of College Station
1101 Texas Avenue South
College Station, TX
mleonard@cstx.gov
979-764-3645

The City’s designee is available by appointment only, Monday to Friday between 8:00 a.m. and 5:00 p.m., CST excluding City holidays.

D. QUALIFYING PROJECTS

A public-private partnership (“P3”) is a contractual relationship between a public agency such as the City of College Station and a Private Entity for the purpose of timely delivery of services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public financing. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared to deliver a facility and/or service (e.g., planning, designing, financing, constructing, operating, maintaining, and owning) for the use of the general public and each sector shares in the potential risks of the timely and efficient delivery of the service or facility.

To be considered under the P3 Program a Proposal must meet the definition of a “Qualifying Project” as defined in the Act and these Guidelines. The City may approve as a Qualifying Project the Development or Operation of a facility needed by the City, or the design or equipping of a Qualifying Project, if the City determines that the project serves the public purpose of the Act. This public purpose determination can be made if:

1. There is a public need for or benefit derived from the project;
2. The estimated cost of the project is reasonable in relation to similar facilities; and
3. The plans will result in the timely Development or Operation of the Qualifying Project.

II. GENERAL PROVISIONS

A. DEFINITIONS

The following terms shall have the meanings set forth below:

Act means the Public and Private Facilities and Infrastructure Act, Chapter 2267, Texas Government Code.

Affected Jurisdiction means any county or municipality in which all or a portion of a Qualifying Project is located.

City means the City of College Station.

City Council means the governing body of the City of College Station.

City Manager means the City Manager of the City of College Station, or a designated assistant city manager.

Comprehensive Agreement means the comprehensive agreement between the Contracting Person and the City for the Development or Operation, or both, of a Qualifying Project. Comprehensive Agreements are subject to review and approval of the Oversight Committee and require approval by resolution of the City Council.

Contracting Person means a person who enters into a Comprehensive or Interim Agreement with the City.

Develop or **Development** means to plan, design, develop, finance, lease, acquire, install, construct, or expand a Qualifying Project.

Financial Analysis means a review of a proposed Qualifying Project that includes, at a minimum, a cost-benefit analysis; an assessment of opportunity cost; consideration of the degree to which functionality and services similar to the functionality and services to be provided by the proposed project are already available in the private market; and consideration of the results of all studies and analyses related to the proposed Qualifying Project.

Guidelines means this P3 Program guideline document.

Improvement means:

- (A) a building, structure, fixture, or fence erected on or affixed to land;
- (B) the installation of water, sewer, or drainage lines on, above, or under land;

- (C) the paving of undeveloped land; and
- (D) specialized software that in any manner is related to the control, management, maintenance, or operation of an improvement.

Interim Agreement means an agreement, before or in connection with the negotiation of the Comprehensive Agreement, between the City and a Contracting Person for the Development or Operation, or both, of a Qualifying Project. The Interim Agreement may authorize the Contracting Person to begin activities or project phases related to the Qualifying Project including, but not limited to, project planning and development, design, engineering, environmental analysis and mitigation, surveying, financial and revenue analysis, including ascertaining the availability of financing for the proposed facility or facilities, or any other phase of the Qualifying Project. Interim Agreements are subject to review and approval of the Oversight Committee and City Manager. Interim Agreements also require approval by resolution of City Council.

Operate or Operation means to finance, maintain, improve, equip, modify, repair, or operate a Qualifying Project.

Oversight Committee means a committee formed by the City's designated representative identified in Section I.C, consisting of qualified professionals of the City with expertise in the development and operation of Qualifying Projects in accordance with the Act.

P3 Program means the City's public-private partnership program implemented in accordance with the Act.

Private Entity means any individual person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other business entity.

Proposal means a requested submittal for a Qualifying Project accepted by the City for a detailed analysis and evaluation in response to an RFP or RFQ that complies with the requirements of Section IV below.

Qualifying Project means:

- (A) any ferry, mass transit facility, vehicle parking facility, port facility, power generation facility, fuel supply facility, oil or gas pipeline, water supply facility, public work, waste treatment facility, hospital, school, medical or nursing care facility, recreational facility, public building, technology facility, or other similar facility currently available or to be made available to a governmental entity for public use, including any structure, parking area, appurtenance, and other property required to operate the structure or facility and any technology infrastructure installed in the structure or facility that is essential to the project's purpose; or

(B) any improvements necessary or desirable to real property owned by a governmental entity, including the City.

RFP means a request for proposals.

RFQ means a request for qualifications.

B. GENERAL PROPOSAL SUBMISSION PROCESS

The City may from time to time identify development opportunities and initiate the process for review and approval of proposals. The process for receipt and review of a proposal is initiated by a solicitation by the City in the form of an RFP or an RFQ.

The P3 Program is a flexible development tool that allows the use of innovative financing techniques. Private Entities are encouraged to include innovative financing methods, including the imposition of user fees or other forms of service payments, in their proposal. The Contracting Person can be involved in a variety of ways, from designing the facility to undertaking its financing, construction, operation, maintenance, and management.

Proposals should include a concise description of the Private Entity's capabilities to complete the Qualifying Project. Proposals must include a scope of work and a financial plan for the Qualifying Project, containing enough detail to allow a Financial Analysis by the City.

As provided in the Act, the City reserves the right, on a case-by-case basis, to conduct the analysis of the Proposal with internal resources or to contract with outside advisors or consultants to provide this service. In either case, the City may request additional financial and/or other relevant information in order to complete its analysis. The City may, at any time, request in writing that the proposer clarify its submission.

The P3 Program is intended to encourage Proposals from the private sector that offer private financing in support of a Qualifying Project, which may include commensurate risk to the Private Entity, but may also benefit the Private Entity through innovative approaches to project financing, development, and use. Proposals may include in-kind consideration, in an amount that is not less than the fair market value of the real property interest; including but not limited to construction of new facilities, alteration and restoration of existing facilities, and environmental remediation. The qualifications, capabilities, resources and other attributes of a Private Entity and its whole team shall be carefully examined for every Qualifying Project. In addition, Private Entities shall be held strictly accountable for representations and information provided regarding their qualifications, experience or other content in their Proposals, including all specific aspects of proposed plans to be performed by the Private Entity.

C. TEXAS PUBLIC INFORMATION ACT

The City is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Most information collected, assembled, or maintained by the City in connection with the transaction of official business is public information subject to disclosure upon written request. The Public Information Act exempts certain categories of information from required public disclosure. The Office of the Attorney General determines whether information may be withheld, not the City. All information provided to the City will be handled in accordance with the Act and the requirements of the Texas Public Information Act while in the City's possession. All documents submitted under these Guidelines should be regarded as public records and subject to disclosure; provided however, such documents will be held in confidence by the City as required by the Act and to the requirements of the Public Information Act. A Private Entity may identify those specific portions of a Proposal that the Private Entity considers to be trade secrets or confidential commercial, financial, or proprietary information. The City will disregard blanket statements regarding the confidentiality of information.

The City will process any third-party request for disclosure of information comprising all or part of the response to the solicitation or other information in accordance with the procedures prescribed by the Texas Public Information Act. Private Entities are directed to the Attorney General's web site (www.oag.state.tx.us) which is the City's reference for information concerning the application of the provisions of the Public Information Act.

D. ADJUSTMENT OF TIMELINES AND PROCEDURES

Except for specific time periods and procedures established in the Act, the City Manager may accelerate and modify the solicitation, evaluation, selection, review, and documentation timelines and procedures set out in these Guidelines for proposals involving a Qualifying Project considered a priority by the City; and may extend the timelines for such additional periods of time and add procedures as are determined by the City Manager to be necessary or convenient to provide for a fair and complete evaluation and selection process. In determining whether to authorize additional time and procedures, the City Manager will consider the complexity of the proposed Qualifying Project.

E. RESERVATION OF RIGHTS

The City reserves all rights available to it by law in administering these Guidelines, including without limitation the right in its sole discretion to:

- a. withdraw a solicitation, including an RFP or RFQ, at any time and issue a new request;
- b. reject any and all Proposal submittals at any time;
- c. terminate evaluation of any and all Proposal submittals at any time;
- d. suspend, discontinue, or terminate either Interim or Comprehensive Agreement negotiations with any proposer at any time prior to the actual authorized execution

- of such agreement by all parties;
- e. negotiate with a proposer without being bound by any provision in its Proposal;
- f. negotiate with a proposer to include aspects of unsuccessful Proposals for the project in the Interim or Comprehensive Agreement;
- g. request or obtain additional information about any Proposal from any source;
- h. modify, issue addenda to, or cancel any solicitation including an RFP or RFQ;
- i. waive deficiencies in a Proposal submittal, accept and review a nonconforming Proposal submittal, or permit clarifications or supplements to a Proposal submittal; or
- j. waive, revise, amend, supplement, or make substitutions for all or any part of these Guidelines.

F. REQUEST FOR INFORMATION

At any time prior to the City's issuance of an RFQ or RFP, the City may solicit a request for information to assist with the scoping and feasibility analysis of a particular Qualifying Project.

G. CONSENT

In submitting any Proposal, the proposer shall be deemed to have unconditionally and irrevocably consented and agreed to the provisions of these Guidelines, City Ordinances, and any applicable solicitation.

H. COSTS

Except as specifically provided in these Guidelines, under no circumstances will the City or any of its agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to, reimburse the costs incurred by any proposer, whether or not selected for negotiations, in developing Proposals or in negotiating agreements.

III. SOLICITED PROPOSALS

A. PROPOSAL

The City, in accordance with the provisions of these Guidelines, may invite bids or Proposals from Private Entities for purposes that constitute a Qualifying Project. The procedures and requirements applicable to any solicited Proposal shall be specified in the solicitation for that Proposal.

B. RFQ

The City may issue an RFQ for a Qualifying Project setting forth the basic criteria for professional experience, technical competence, and capability to complete a proposed project, and such other information as the City considers relevant or necessary in the RFQ and will publish and advertise it as provided in Section III.D. The City may also elect to

furnish the RFQ to businesses in the private sector that the City believes might be interested and qualified to participate in the Qualifying Project which is the subject of the RFQ. At its sole option, the City may elect to furnish conceptual designs, fundamental details, technical studies and reports, or detailed plans of the proposed Qualifying Project in the RFQ. The RFQ may request one or more conceptual approaches to bring the project to fruition.

The City, after evaluating the qualification submittals received in response to a RFQ, will identify and approve a "short-list" that is composed of those Private Entities that are considered most qualified to submit Proposals for a proposed Qualifying Project. In evaluating the qualification submittals, the City will consider objective evaluation criteria that the City considers relevant to the project, which may include among other things the Private Entity's financial condition, management stability, technical capability, experience, staffing, and organizational structure. The RFQ will include the criteria used to evaluate the qualification of submittals and the relative weight given to the criteria. The City shall advise each entity providing a qualification submittal whether it is on the short-list of qualified entities.

C. RFP

The City may issue an RFP consisting of the submission of detailed documentation regarding the designated Qualifying Project. The response to any RFP shall be a Proposal and include the information and be in the format set out in Section IV. When the process is commenced with a RFQ, the RFP will be limited to those Private Entities qualified for the short-list in accordance with Section III.B.

D. SOLICITATION

Solicitations of a RFQ or RFP will be by issuance, posting, and publication of an electronic written request. The City will publish and advertise a notice on the City's online bidding portal. The notice shall summarize the Qualifying Project, identify the proposed location of each project, and include specific information and documentation regarding the nature, timing, and scope of the Qualifying Project. The notice shall also state that the City will accept Proposals for a period of forty-five (45) days after the initial electronic publication of the notice, or such lesser or additional time as authorized by the City Manager. Only Proposals that comply with the requirements of the Act, these Guidelines, and the City's solicitation and which contain information sufficient for meaningful evaluation will be considered. Proposals will be evaluated by the City after identification of those Proposals determined to be in compliance, based on the evaluation criteria set forth in the solicitation.

In order to (i) provide an effective analysis, and (ii) assist with the negotiation of an Interim and/or Comprehensive Agreement, the City may engage professional financial, technical, legal and other necessary advisors or consultants having appropriate experience in analyzing innovative financing methods, complex real estate development methods, and public-private partnership proposals. For a Proposal with an estimated cost of \$5 million

or more for construction or renovation of a Qualifying Project, review by an architect, a professional engineer, and a registered municipal advisor not otherwise employed by the City is mandatory in order to provide independent analyses regarding the specifics, advantages, disadvantages, and long-term and short-term costs of a Qualifying Project, in conformance with Sec. 2267.052 of the Act.

E. PROPOSAL EVALUATION AND SELECTION

All solicited RFP's and RFQ's shall be analyzed by an Oversight Committee, and any qualified professionals retained by the City on the recommendation of the Oversight Committee. Based on the evaluation criteria described in Section V.B., the Oversight Committee will rank all Proposals that are complete, responsive, and in conformance with the requirements of these Guidelines, and may select the proposer whose Proposal offers the apparent best value to the City.

The City reserves the right at all times to reject any proposal at any time for any reason in its sole discretion.

The Oversight Committee will submit a recommendation to the City Manager regarding approval of the Proposal it ranks as providing the apparent best value to the City. The City Manager may approve or disapprove the recommendation, and if approved, will recommend that the Proposal be presented to the City Council for possible discussion and possible action by the City Council. Following receipt of comments from Affected Jurisdictions and the public in response to the City's notice and hearing as provided in Section VII, the City may award the Qualifying Project to the apparent best overall value proposer by resolution of the City Council. The Interim or Comprehensive Agreement will be negotiated and signed by the proposer prior to City Council action, but the award will be subject to any necessary federal action, submission of required bonds or any other required documentation, review by the Oversight committee, execution of the agreement by the City Manager, approval as to form by the City Attorney's Office and satisfaction of such other conditions identified in the solicitation.

In the alternative, the Oversight Committee may determine not to proceed further with any Proposal.

IV. PROPOSAL PREPARATION AND SUBMISSION

NOTE: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GUIDELINES, PRIVATE ENTITIES MAY NOT CONTACT OFFICIALS OR EMPLOYEES OF THE CITY, ANY ELECTED OR APPOINTED OFFICIAL, OR STATE EMPLOYEES ABOUT ANY MATTER IN THIS SOLICITATION DURING THE SOLICITATION.

The City shall not be liable for any cost incurred by a Private Entity in preparing, submitting or presenting any Proposal and in satisfying any demonstration or other

requirements for an unsuccessful Proposal. All submittals, at a minimum, shall provide the following unless a waiver of the requirement or requirements is agreed to in writing by the City.

1. All Proposals must be organized in the manner outlined below and submitted with the applicable review fee defined in Section V.A. of these Guidelines. All Proposals shall be submitted as 1 original, 10 copies, and 10 electronic copies (Word or searchable PDF format on flash drives). The original copy containing original signatures shall be marked ORIGINAL on the cover letter.
2. The Private Entity shall also submit trade secrets, financial records, proprietary or other confidential records exempt from disclosure under Government Code Section 552.101 in a separate, sealed envelope, designated on the cover as CONFIDENTIAL MATERIALS, and include a cover letter listing all exempt material. The Private Entity must clearly mark any material believed to be a trade secret, confidential, or proprietary information protected from disclosure under applicable law. Such material must be clearly marked in all caps as CONFIDENTIAL using a word processing watermark or stamp. Handwritten notices of confidentiality may be disregarded.
3. Proposals shall be packaged and submitted in the following format:
 - i. Pages shall be numbered and organized by paginated table of contents corresponding to the tabbed sections identified below.
 - ii. The submittal shall be divided into tabbed sections as follows:
 - TAB 1: Executive Summary
 - TAB 2: Private Entity and Team
 - TAB 3: Qualifications and Financial Capacity
 - TAB 4: Proposal
 - TAB 5: Project Analyses
 - TAB 6: Project Financing
 - TAB 7: Community Impact
 - TAB 8: Miscellaneous
 - TAB 9: Addenda
 - iii. The contents shall be printed on spiral bound 8½" x 11" paper (except A/E drawings and renderings).
 - iv. Drawings shall be printed no larger than 24" x 36".
 - v. Supplemental materials in alternate formats may be included in **TAB 8** to describe the Proposal in more detail.

4. All submissions shall be addressed to the City's designated representative in a sealed envelope marked:

DO NOT OPEN IN MAILROOM

Solicitation Number

Proposer's Name

Mailing Address

5. To the greatest extent possible, the submitted Proposals shall be sufficient to convey the experience and capacity of the development team, the overall quality and character of the Qualifying Project, as well as the financial and implementation strategies to ensure successful completion of the Qualifying Project. The submittal should be organized in the following order and tabbed in accordance with this section. All submittals, at a minimum, shall provide the following:

TAB 1: COVER LETTER AND EXECUTIVE SUMMARY. Provide a cover letter, signed by an authorized representative of the Private Entity representing that all information in the Proposal is true and accurate, and an executive summary that highlights the key components of the Qualifying Project, including but not limited to describing the Private Entity, its qualifications and experience with similar projects, highlights of the Proposal and Qualifying Project analyses, and the community impact and benefits of the Qualifying Project.

TAB 2: PRIVATE ENTITY AND TEAM

A. Identify the Private Entity:

- i. Identify the legal structure of the Private Entity or consortium of private entities who will be directly involved in the Qualifying Project and the members or principals of same making the Proposal;
- ii. For the Private Entity and each member or partner thereof, provide proof of authority to do business in Texas and, as applicable, a certificate of active status from the Texas Comptroller of Public Accounts;
- iii. Identify the person(s) in charge of negotiations, key personnel who will be involved in decision making, and the representative authorized to sign on behalf of the Private Entity;
- iv. Provide a list of each member, partner, or other principal including the relevant company name, title, address, telephone, and email of each team member; and
- v. Identify any persons known to the Private Entity who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the Qualifying Project.

B. Identify the Team:

- i. Provide a list of any selected or prospective professional or consultant which may include, but are not limited to analysts, architects, engineers, contractors, legal counsel, marketing firms, and real estate brokerage and property management firms;
- ii. Identify the persons or entities that will provide design, construction, and completion guarantees and warranties;
- iii. Provide an organizational chart that clearly illustrates the legal structure of the team and identifies the role of each team member, including design professionals, consultants, or major contractors, participating in the Development or Operation of the Qualifying Project; and
- iv. Describe the management structure and the role of each team member or partner in the Qualifying Project. Confirm that no team member has a conflict of interest or prohibited employment as described in the Act.

TAB 3: QUALIFICATIONS AND FINANCIAL CAPACITY

A. Qualification. The Private Entity must provide demonstrable experience in the Development and Operation of Qualifying Projects of similar complexity, scope, and scale to the proposed project. The submission must describe relevant experience with respect to the Development and Operation of other commercial or public-private partnership projects, and clearly distinguishing the experience of the Private Entity (including joint venture partners) from that of consultants and other team members. To substantiate experience and ability to perform the following information shall be provided:

- i. Describe the length of time in business, business experience, public sector experience, and other engagements of the Private Entity or consortium of Private Entities;
- ii. Provide resumes and work experience of each team member;
- iii. For the Private Entity or consortium, any joint venture partners, the contractor and all major subcontractors to be involved in the Qualifying Project, provide a statement listing all prior projects and clients for the past 5 years, and contact information for same;
- iv. For the Private Entity or consortium and any joint venture partners, provide the composition of current real estate portfolios, including the size, value, years of ownership, asset performance, and any other relevant information; and
- v. For the Private Entity or consortium and any joint venture partners, provide at least 3 development references (name, title, entity, telephone number, email and contractual relationship) that can be contacted with respect to current and past project experience;

- vi. For the Private Entity or consortium and any joint venture partners, provide a listing and description of all pending projects under enforceable funded contracts, including the status, development schedule, financing method, sources, and amounts, and financial commitments required of the Private Entity, consortium, or joint venture partner.

B. Financial Capacity. The Private Entity must establish and demonstrate access to financial resources such as the ability to raise equity and secure debt capital to deliver the Qualifying Project in a professional and timely manner. To substantiate financial capacity, the following information must be provided:

- i. A qualification statement that reviews all relevant information regarding financial resources of each Private Entity, consortium, or joint venturer, including but not limited to bonding capacities and insurance coverage;
- ii. The most recent credit report or Dun & Bradstreet report and certified financial statements for the past 4 years of each Private Entity, consortium, or joint venturer, and each member or partner of each with an equity interest of 5% or greater; and
- iii. For the Private Entity or consortium and any joint venture partners, provide at least 3 financial references (name, title, entity, telephone number, email and contractual relationship) that can be contacted with respect to current and past project experience.

TAB 4: PROPOSAL

Provide an overview of the Qualifying Project including the conceptual design of any facility or a conceptual plan for the provision of services. The conceptual design for facilities, at a minimum, shall include concept renderings, a concept site plan, and elevations that collectively illustrate the location, size, and context of the Qualifying Project. The required renderings and drawings include:

A. Concept Plan

- i. **Concept Renderings:** Provide a conceptual site plan that characterizes the context of the design of the Qualifying Project, which at a minimum, shall include proposed land use and the approximate location and size of proposed structures or facilities, and the relationship of the Qualifying Project to the principal street and the surrounding area. To the extent the Private Entity has identified the preliminary programming of facilities, including the mix of uses, square footage(s), anticipated total project cost and cost per square foot, total parking spaces, parking allocations (shared or exclusive), and types of parking (e.g. structured or surface); describe the proposal.
- ii. **Concept Site Plan:** The site plan shall encompass the subject property and portions of contiguous parcels, including landscape and urban design concepts. The site plan shall also indicate all major pedestrian entrances, all proposed outdoor areas, and the circulation plan showing how the

Qualifying Project relates to public rights-of-way to and within the site for walking, cycling, public transportation, and motor vehicles. Summarize the preliminary programming of facilities, including if any, the mix of uses, square footages, total parking spaces, parking allocations (shared or exclusive), and types of parking (e.g. structured or surface).

- iii. **Elevations:** Provide exterior building elevations, illustrating the massing, openings, and any related elements.

B. Project Development Plan.

- i. Describe the project development plan, general approach and strategy to advancing project development, the results expected from implementation of the plan and the critical factors for the project's success.
- ii. Provide an implementation plan and strategy to develop, design, construct and deliver the project. Submit a conceptual development implementation plan with a preliminary schedule including construction start and completion dates, final acceptance dates, and other major milestones.
- iii. Describe the qualified personnel, material, and equipment resources available to the proposer that it will commit to the project. Team roles and responsibilities must be specifically described, including the use of major subcontractors and professional consultants. Discuss the current work backlog of each major participant and the capacity to perform the work. Describe with specificity the turnover history of key personnel during the course of similar projects listed in the submittal.
- iv. Based on knowledge of the surrounding area, adjacent land use and the proposed Qualifying Project, provide a list of factors that may impact the Qualifying Project and the existing neighborhood or landowners, including potential political, economic, transportation, and environmental factors. Identify any anticipated public support or opposition for the project and any Affected Jurisdictions.

C. Project Financial Plan.

- i. Describe the proposed business arrangements (i.e. performance based infrastructure, participation rent, concessions, parking management agreements, service agreements, etc.).
- ii. Describe the plan for the Development and Operation of the Qualifying Project showing the anticipated schedule of when funds will be required and from what source.
- iii. Describe the level and nature of the City's participation sought by the proposer in connection with the project's development and implementation.
- iv. Provide a preliminary schedule including permits and approvals from any federal, state, or local agencies to the extent such are required, and timing of any contemplated requests for federal, state, or local resources, and the initiation, construction phasing, completion, and opening of the Qualifying

- Project including major milestones and the proposed major responsibilities and timeline for activities to be performed by the City and the Private Entity.
 - v. To the extent the Private Entity has identified federal, state, or local funding sources, describe such sources.
 - vi. To the extent the Private Entity has identified the type of user fees, lease payments, and other service payments over the term of any applicable agreement and the methodology for calculation; describe such proposal.
- D. Terms, Special Conditions and Other Considerations.** This section is reserved for a description of any special conditions the proposal may offer to or request from the City.
- i. State the terms offered for the Qualifying Project.
 - ii. State any contingencies or conditions requested by the Private Entity.
 - iii. Identify any additional terms or conditions to be included as part of the negotiation process. Include a discussion of any trades or swaps of property and special legislation or plan amendments required to facilitate the Qualifying Project.

TAB 5: PROJECT ANALYSES.

In this section include the project analyses that support the business case of the Qualifying Project. The Project Analysis section shall be categorized into four sub-tabbed sections as follows: (1) location and site analysis, (2) marketing and competitive analysis, (3) financial analysis, and (4) political and legal analysis:

- A. Location and Site Analysis.** Describe how the proposed design of the improvements and the attributes of the site will generate maximum financial, economic, and social benefits, and list any public utility facilities that will be affected by the Qualifying Project and a statement of the plans to accommodate the affected facilities.
- B. Market and Competitive Analysis.** Provide a market study that supports the revenue assumptions and viability of the Qualifying Project. To indicate feasibility forecast the supply and demand relationship, including but not limited to demographic data, traffic counts, rent levels, and absorption rates. Include any supporting due diligence studies, analyses, or reports.
- C. Construction Schedule.** Provide a conceptual timeline identifying all the stages of project development from design to completion of turn-key project. Provide a construction timeline setting out the work schedule for the project from the design stage to project acceptance by the City.
- D. Political and Legal Analysis.** Provide an explanation of how the Qualifying Project will complement or comply with the City's relevant city plans and policies. List all permits and approvals required for the development and completion of the Qualifying Project from federal, state, or local agencies. Identify any federal, state, or local resources that the Private Entity contemplates

requesting for the Qualifying Project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.

TAB 6: PROJECT FINANCING

A. Financial Analysis

- i. Explain the financing plan for the Qualifying Project. Identify the sources and amounts of debt and equity to be used to capitalize the Qualifying Project, and the relationship of the Private Entity to each (e.g., outside lender, parent company, etc.).
- ii. Provide the following information:
 1. Loan commitment letters and contact information for funding sources;
 2. The sources and anticipated amounts of working capital to cover Operating costs and to adequately maintain operations from the start-up through completion; and
 3. Letters from lending institutions dated within 3 months of the submission that demonstrate the existence of liquid assets or suitable unencumbered lines of credit to carry out the predevelopment activities. Evidence of the Private Entity's liquid assets or some acceptable form of equity shall be equal to the equity requirements of the prospective construction lender.
- iii. To the extent the Private Entity has identified, applied for, or plans to apply for federal, state, or local funding sources, describe such sources.
- iv. Include any other information necessary for the City to complete a Financial Analysis of the proposal.

B. Project Budget

- i. Using standard estimating techniques provide a development budget detailing any anticipated land acquisitions, the anticipated pre-development costs, and hard and soft costs from construction through occupancy.
- ii. The budget should include cost estimates to pay for the relocation of any utility facilities which will be displaced as a result of project development.

C. Proforma Financial Statements

- i. Provide a discounted cash flow analysis, for the duration of the Qualifying Project, including but not limited to: estimates of costs, operating expenses, capital reserves including replacement and re-tenanting reserves, net operating income, debt service, partnership percentages, disposition benchmarks, and calculations of net present value, internal rate of return.
- ii. Provide projected balance sheet, statement of losses and earnings, and income statement for the first year of operation.

TAB 7: COMMUNITY IMPACT

- A. State the community benefits, including the economic impact and tax revenues, the Qualifying Project will have on the City.
- B. Estimate the number of jobs to be generated for area residents and level of pay and fringe benefits of such jobs.
- C. Project the number and value of subcontracts generated for area subcontractors.

TAB 8: MISCELLANEOUS

Use this section to present additional information such as letters of recommendation, letters of interest from prospective lenders or tenants, additional information concerning the development team, and other information that supports the Proposal.

TAB 9: ADDENDA

Use this section to present any item cited or referenced in the proposal.

V. PROPOSAL EVALUATION AND SELECTION CRITERIA

A. PROPOSAL EVALUATION AND FEE

Along with the submission of a Proposal, each proposer shall submit to the City a non-refundable review fee in accordance with Section 2267.053(d) of the Act in the amount of Two Thousand Five Hundred and No/100 (\$2,500.00). The review fee shall be made by money order or check made payable to the City of College Station and shall be used to cover the City's internal costs of processing, reviewing, and evaluating the proposal as permitted by the Act. In addition to the City's review fee, proposers shall pay the fees of any advisors, attorneys, or consultants engaged by the City to complete evaluation of the proposal. Payment shall be made in the manner and amounts set out in the RFQ or RFP as applicable.

Once the proposer has submitted the Proposal and review fee, and the deadline to submit additional proposals has passed, the City's Purchasing Division will submit each Proposal to the Oversight Committee. Within 90 days from receipt of the Proposals, the Oversight Committee shall evaluate the Proposal, select the most advantageous Proposal, negotiate a contract with the Proposer and present the proposed contract to the City Manager for a determination of whether a recommendation to enter into the contract shall be made to the City Council. The proposer shall be notified in writing of the City's decision to present the Proposal to the City Council, or to not pursue the Qualifying Project as presented in the Proposal. At any time during the evaluation, the Purchasing Division may request additional information or a meeting with the proposer to seek clarification regarding the submitted Proposal.

Any discussions between the City and any Private Entity(ies) or Proposer(s) about the need for infrastructure improvements in or related to any Proposal shall not limit the ability of the City to later determine to use other standard procurement procedures,

methods, or statutes to meet City infrastructure, facility, or other related needs.

B. SELECTION CRITERIA AND EVALUATION FACTORS

The City shall make a “best value” determination in evaluating proposals received and consider the total project cost as one factor in evaluation of the proposals. The City is not required to select the Proposal that offers the lowest total project cost. Factors to be considered in evaluating a Proposal may include some or all of the following:

1. QUALIFICATIONS AND EXPERIENCE, such as the following:

- Experience working with the public sector on public-private real estate development projects;
- Experience, training and preparation with projects of similar size, scope and complexity;
- The extent of personnel, logistical resources, bonding capacity, and the ability to complete the Qualifying Project in a timely and professional manner;
- Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;
- Demonstrated compliance with applicable laws, codes, standards, regulations, and agreements on past projects;
- Leadership structure;
- Project manager's experience;
- Management and operational plans;
- Financial condition and capacity; and
- Project ownership.

2. PROJECT CHARACTERISTICS. Factors to be considered in evaluating the Qualifying Project characteristics may include, but are not limited to:

- Project scope and scale, land use, and Project/product mix;
- The extent that the timing of the Qualifying Project is consistent with the City's relevant City plans and policies;
- Operation of the Qualifying Project;
- Technology;
- Technical feasibility;
- Environmental impacts;
- Federal, state and local permits; and
- Maintenance of the Qualifying Project.

3. PROJECT COST AND FINANCING. Factors to be considered in evaluating whether the proposed financing allows adequate access to the necessary capital to finance the Qualifying Project may include, but are not limited to:

- Cost and cost-benefit to the City;

- Financing and the impact on the debt or debt burden of the City;
 - Financial plan, including overall feasibility and reliability of plan;
 - Proposer's past performance with similar plans and similar projects;
 - The degree to which the Private Entity has conducted due diligence investigation and analysis of proposed financial plan and the results of any such inquiries or studies;
 - Estimated project cost and life-cycle cost analysis; and
 - The identity, credit history, and past performance of any third-party that will provide financing for the Qualifying Project and the nature, amount, and timing of their commitment, as applicable.
4. **COMMUNITY IMPACT.** Factors to be considered in evaluating the Qualifying Project's community impact may include, but are not limited to:
- Community benefits, including the economic impact the Qualifying Project will have on the City and Affected Jurisdictions in terms of tax revenue;
 - The number of jobs generated and level of pay and benefits of such jobs;
 - Community support or opposition, or both;
 - Compatibility with the Proposal's relationship to comprehensive planning or zoning requirements;
 - Compatibility with existing and planned facilities; and
 - Compatibility with local, regional, and state economic development efforts.
5. **OTHER FACTORS.** Other factors that may be considered by the City in the evaluation and selection of proposals may include, but are not limited to:
- The extent the offered consideration generates value and returns to the City and benefits to the public, including in-kind consideration greater than the fair market value of the asset;
 - The proposed cost of the Qualifying Project;
 - The general reputation, industry experience, and financial capacity of the Private Entity;
 - The quality of the proposed design of the Qualifying Project;
 - Opportunity cost of taking an alternative action;
 - The Private Entity's compliance with a minority business enterprise participation plan or good faith effort to comply with the goals of such plan;
 - The Private Entity's plans to employ local residents;
 - Non-financial benefits of a proposed Qualifying Project;
 - Involvement or impact of the project on multiple public entities; and
 - Other criteria that the City deems appropriate.

VI. POSTING AND HEARING REQUIREMENTS

A. AFFECTED JURISDICTIONS

In accordance with Section 2267.055, Texas Government Code, a Private Entity submitting a proposal shall notify each Affected Jurisdiction by providing a copy of its Proposal to the Affected Jurisdiction.

A copy of the Proposal shall be sent by certified mail, express delivery or hand delivery, within 5 days after submission of the Proposal to the City. The Private Entity is responsible for documenting delivery of the Proposal. In accordance with Section 2267.055, Texas Government Code, Affected Jurisdiction(s) have 60 days after the date an Affected Jurisdiction receives the notice required by Subsection 2267.055(a), to submit in writing to the City any comments the Affected Jurisdiction has on the Qualifying Project and indicate whether the facility or Qualifying Project is compatible with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.

When providing the Proposal to the Affected Jurisdiction(s), the proposer shall clearly mark information deemed to be confidential and not subject to release under the Texas Public Information Act.

B. NOTICE AND ACCESS TO ACCEPTED PROPOSALS

Within 10 days of the City's Purchasing Division accepting a Proposal, the director of that division will ensure that the City provides notice of the Proposal in accordance with Section 2267.066 of the Act by (i) making the Proposal available to the public on the City's official website, and (ii) making available a hard copy of each Proposal for inspection at the City Secretary's Office. Trade secrets, financial records, or other designated records excluded from disclosure pursuant to relevant provisions of the Act and under Section 552.101 of the Texas Public Information Act may not be posted or made available for public inspection except as otherwise agreed to by the City and the proposer.

C. PUBLIC HEARING

In accordance with Section 2267.066(d) of the Act, not later than 30 days prior to entering into an Interim or Comprehensive Agreement, the City shall hold a public hearing on the Proposal. For Qualifying Projects that will be constructed inside the College Station, Texas city limits, the public hearing shall be held at the City of College Station City Hall building. For Qualifying Projects that will be constructed outside of the College Station, Texas city limits, the public hearing shall be held in the area in which the proposed Qualifying Project is to be performed.

VII. COMPREHENSIVE AND INTERIM AGREEMENTS

Sections 2267.058 and 2267.059 provide for the City and Private Entity to enter into a Comprehensive Agreement and, if needed, an Interim Agreement. Any Comprehensive

Agreement or Interim Agreement shall define the rights and obligations of the City and the contracting party regarding the Qualifying Project.

A. MINIMUM INTERIM AGREEMENT TERMS

Before or in connection with the negotiation of the Comprehensive Agreement, the City may enter into an Interim Agreement with the Contracting Person proposing the Development or Operation of the Qualifying Project. The Interim Agreement may:

- i. authorize the Contracting Person to begin project phases or activities for which the Contracting Person may be compensated relating to the proposed Qualifying Project, including project planning and development, design, engineering, environmental analysis and mitigation, surveying, and financial and revenue analysis, including ascertaining the availability of financing for the proposed facility or facilities of the qualifying project;
- ii. establish the process and timing of the negotiation of the Comprehensive Agreement;
- iii. contain any other provision related to any aspect of the Development or Operation of a Qualifying Project that the parties consider appropriate; and
- iv. contain contracting provisions required by ordinance or statute.

Any Interim Agreement entered into pursuant to the P3 Program between the City and the Contracting Person is subject to approval by City Council.

B. MINIMUM COMPREHENSIVE AGREEMENT TERMS

Any Comprehensive Agreement entered into pursuant to the P3 Program between the City and the Contracting Person is subject to approval by City Council. Each Comprehensive Agreement shall define the rights and obligations of the City and the Contracting Person regarding the Qualifying Project. The City shall have no obligation to accept liability for Development or Operation of the Qualifying Project. The terms of the Comprehensive Agreement shall be tailored to address the specifics of the Qualifying Project and shall include but not be limited to:

1. A date by which activities related to the Qualifying Project must begin.
2. The delivery of letters of credit or other security in connection with the Development or Operation of the Qualifying Project, in forms and amounts satisfactory to the City, and delivery of performance and payment bonds in compliance with Chapter 2253 for all construction activities;
3. The review of plans and specifications for the Qualifying Project by the City and approval by the City indicating that the plans and specifications conform to standards acceptable to the City, except that the Contracting Person may not be required to provide final design documents for a Qualifying Project before the execution of a Comprehensive Agreement;
4. The rights of the City to inspect the Qualifying Project to ensure compliance with the development agreement and any other applicable agreements, permits,

- requirements, codes, and ordinances;
5. The maintenance of a public liability insurance policy, copies of which must be filed with the City accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the City and reasonably sufficient to ensure coverage of tort liability to the public and project employees and to enable the continued Operation of the Qualifying Project;
 6. The monitoring of the practices of the Contracting Person by the City to ensure that the Qualifying Project is properly maintained;
 7. The terms under which the Contracting Person will reimburse the City for services provided;
 8. The policy and procedures that will govern the rights and responsibilities of the City and the Contracting Person in the event that the Comprehensive Agreement is terminated or there is a material default by the Contracting Person, including the conditions governing assumption of the duties and responsibilities of the Contracting Person by the City and the transfer or purchase of property or other interests of the Contracting Person to the City;
 9. The terms under which the Contracting Person will file appropriate financial statements prepared in accordance with generally accepted accounting principles on a periodic basis, but not less than annually;
 10. Terms providing for any user fee, lease payment, or service payment established by agreement of the parties. In negotiating a user fee under this section, the parties shall establish a payment or fee that is the same for persons using a facility of the Qualifying Project under like conditions and that will not materially discourage use of the Qualifying Project. The execution of the Comprehensive Agreement or an amendment to the agreement is conclusive evidence that the user fee, lease payment, or service payment complies with the Act. A user fee or lease payment established in the Comprehensive Agreement as a source of revenue may be in addition to, or in lieu of, a service payment;
 11. The terms and conditions under which the City may contribute financial resources, if any, for the Qualifying Project;
 12. The terms and conditions under which existing site conditions will be assessed and addressed, including identification of the responsible party for conducting the assessment and taking necessary remedial action;
 13. The terms and conditions under which the City will be required to pay money to the Private Entity and the amount of any such payments for the Qualifying Project.
 14. Appropriate protections against potential bankruptcy.
 15. A requirement that any change in the terms of the Comprehensive Agreement that the parties agree to must be added to the Comprehensive Agreement by written amendment.
 16. A periodic reporting procedure that incorporates a description of the impact of the Qualifying Project on the City and Affected Jurisdictions;
 17. A written declaration of the specific public purpose served by the Qualifying Project;
 18. Other requirements of the P3 Program, Act, or other applicable law, or that the City

- otherwise deems appropriate; and
19. Other provisions required by ordinance or statute.

C. NOTICE AND PUBLIC HEARING.

Upon concluding negotiations, the proposed Interim or Comprehensive Agreement shall be posted on the City's website and made available at the City Secretary's Office for inspection by the public for a period of two weeks prior to entering into such agreement in accordance with Section 2267.066(e) of the Act.

In addition, the City shall hold a public hearing on the final version of the proposed Comprehensive Agreement and the City Council may vote on the proposed Comprehensive Agreement after the hearing. The hearing must be held not later than the 10th day before the date the City enters into a Comprehensive Agreement with a Contracting Person.

VIII. CITY COUNCIL AUTHORIZATION AND APPROVAL

Upon completion of the requirements of these Guidelines and the prescribed notice and hearing requirements, the City may present a Qualifying Project in the form of a resolution approving an Interim or Comprehensive Agreement to its City Council for consideration during a regular or special meeting. No agreements shall be valid prior to the approval of the City Council through a duly passed City resolution.

IX. USE OF PUBLIC FUNDS

The City's constitutional and statutory requirements as they apply to appropriation and expenditure of public funds apply to any Interim or Comprehensive Agreement entered into under the P3 Program. Accordingly, the processes and procedural requirements associated with the expenditure or obligation of public funds shall be incorporated into any Qualifying Projects.

X. GOVERNING PROVISIONS

The laws of the United States and the State of Texas are incorporated in these Guidelines by reference for all purposes. Compliance by each Private Entity is mandatory. In the event of any conflict between these Guidelines and any federal or state statutory or administrative authority, the terms of the respective statutory or administrative authority shall control. The following authorities do not apply to a Qualifying Project under the Act: Chapters 2155, 2156, and 2166 of the Texas Government Code, and any interpretations, rules, or guidelines developed under Chapter 2262, Texas Government Code.

March 23, 2023

Item No. 12.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None